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No. 25]

NEW DELHI, SATURDAY, JUNE, 23, 2001/ASADHA 2, 1923

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह जलन संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-Section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

गृह मंत्रालय
(पुनर्वास प्रभाग)

नई दिल्ली, 6 जून, 2001

का. आ. 1377.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा हरियाणा सरकार के पुनर्वास विभाग में उप सचिव/संयुक्त सचिव/विशेष सचिव को, उक्त अधिनियम के द्वारा अथवा उसके अधीन एक बंदोबस्त आयुक्त को सौंपे गए कार्यों का निष्पादन करने के उद्देश्य से, हरियाणा राज्य में बंदोबस्त आयुक्त के रूप में नियुक्त करती है।

2. इसके द्वारा दिनांक 24 अगस्त, 1999 की अधिसूचना सं. 1(1)/99-बंदोबस्त का अधिक्रमण किया जाता है।

[सं. 1(1)/99-बंदोबस्त]
फूल सिंह, निदेशक (आर. I)

MINISTRY OF HOME AFFAIRS
(Rehabilitation Division)

New Delhi, the 6th June, 2001

S.O. 1377.—In exercise of the powers conferred by Sub-section (i) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Deputy Secretary/Joint Secretary/Special Secretary in the Rehabilitation Department of Government of Haryana, as Settlement Commissioner in the State of Haryana for the purpose of performing the functions assigned to a Settlement Commissioner by or under the said Act.

2. This supersedes Notification No. 1(1) 99-Settlement dated the 24th August, 1999.

[No. 1(1) 99-Settlement]
PHOOL SINGH, Director (R-I)

नई दिल्ली, 6 जून, 2001

New Delhi, the 6th June, 2001

का. आ. 1378.—निष्कांत संपत्ति प्रबंध अधिनियम, 1954 (1950 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा राज्या सरकार के पुनर्वासि विभाग के उप सचिव/संयुक्त सचिव/विशेष सचिव, जैसा भी मामला हो, को उक्त अधिनियम के द्वारा अथवा उसके अधीन एक सहायक महाभियोगक को सौंपे गए कार्यों का निष्पादन करने के प्रयोजन से, हरियाणा राज्य में स्थित निष्कांत संपत्ति के सहायक महाभियोगक के रूप में नियुक्त करती है।

2. इसके द्वारा दिनांक 22 मार्च, 2000 की अधिसूचना सं. 1(1)/99-बंदोबस्त का अधिक्रमण किया जाता है।

[सं. 1(1)/99-बंदोबस्त]

फूल सिंह, निदेशक (आर. I)

New Delhi, the 6th June, 2001

S.O. 1378.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints Deputy Secretary|Joint Secretary|Special Secretary, as the case may be, in the Rehabilitation Department of Government of Haryana as the Assistant Custodian General of Evacuee Property situated in the State of Haryana for the purpose of discharging the duties imposed on such Assistant Custodian General by or under the said Act.

2. This supersedes Notification No. 1(1)/99-Settlement dated 22th March, 2000.

[No. 1(1)/99-Settlement]

PHOOL SINGH, Director (R-I)

नई दिल्ली, 6 जून, 2001

का. आ. 1379.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वासि) अधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा मुझे प्रदत्त शक्तियों का प्रयोग करते हुए, म. एम. के. चट्टोपाध्याय, मुख्य बंदोबस्त आयुक्त, बंदोबस्त आयुक्त की शक्तियों का प्रयोग कर रहे, पुनर्वासि विभाग, हरियाणा सरकार में उप सचिव/संयुक्त सचिव/विशेष सचिव को हरियाणा राज्य में स्थित ग्रामीण व शहरी निष्कांत भूमि तथा संपत्तियों के संबंध में ऐसी शक्तियों का प्रयोग करने हेतु उक्त नियम की धारा 23, 24, 28 एवं 35 के अधीन मुख्य बंदोबस्त आयुक्त की शक्तियां सौंपता हूं।

इसके द्वारा दिनांक 24-8-1999 की अधिसूचना सं. 1(1)/99-बंदोबस्त का अधिक्रमण किया जाता है।

[सं. 1(1)/99-बंदोबस्त]

एम. के. चट्टोपाध्याय, मुख्य बंदोबस्त आयुक्त

S.O. 1379.—In exercise of the powers conferred on me under Sub-Section 2 of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), I. S. K. Chattopadhyay, Chief Settlement Commissioner, do hereby delegate to Deputy Secretary|Joint Secretary|Special Secretary in the Rehabilitation Department of the Government of Haryana, exercising the powers of Settlement Commissioner, the powers conferred on the Chief Settlement Commissioner under Section 23, 24, 28 and 35 of the said Act in so far as such powers may be exercised in respect of rural and urban evacuee lands and properties situated in Haryana State.

2. This supersedes Notification No. 1(1)/99-Settlement dated 24th August, 1999.

[No. 1(1)/99-Settlement]

S. K. CHATTOPADHYAY, Chief Settlement Commissioner

नई दिल्ली, 6 जून, 2001

का. आ. 1380.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वासि) अधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा मुझे प्रदत्त शक्तियों का प्रयोग करते हुए, मैं एम. के. चट्टोपाध्याय, मुख्य बंदोबस्त आयुक्त, एतद्वारा उक्त अधिनियम के अंतर्गत बनाए गए नियम 87, 88, 90 (1) (क), 90(1)(ख), 90(11), 90(12) तथा 101 के अधीन प्रयोग किए जाने के लिए बंदोबस्त आयुक्त की शक्तियां प्रयोग कर रहे पुनर्वासि विभाग, हरियाणा सरकार में उप सचिव/संयुक्त सचिव/विशेष सचिव को अतिरिक्त पूल के एक भाग के रूप में फरीदाबाद, एन. आई. टी. सहित सभी भूमि व संपत्ति, जिसे प्रशासकीय व वित्तीय प्रबंधों के अंतर्गत हरियाणा सरकार को अंतरित किया गया था, के निपटान हेतु शक्तियां सौंपता हूं।

2. इसे अधिसूचना सं. 1(1)/99-बंदोबस्त, दिनांक 24-8-1999 के अधिक्रमण में जारी किया जाता है।

[सं. 1(1)/99-बंदोबस्त]

एम. के. चट्टोपाध्याय, मुख्य बंदोबस्त आयुक्त

New Delhi, the 6th June, 2001

S.O. 1380.—In exercise of the powers conferred on me under Sub-section 2 of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), I. S. K. Chattopadhyay, Chief Settlement Commissioner, hereby delegate

powers under Rules 87, 88, 90(1)(a) 90(1)(b), 90(11), 90(12) and 101 framed under the said Act, to Deputy Secretary/Joint Secretary/Special Secretary in the Rehabilitation Department of the Government of Haryana, exercising the powers of Settlement Commissioner for the purpose of disposal of all lands and properties including those in Faridabad N.I.T. forming part of the compensation pool which was transferred to the Government of Haryana, under Administrative and Financial arrangements.

2. This supersedes Notification No. 1(1)/99-Settlement dated 24th August, 1999.

[No. 1(1)/99-Settlement]

S. K. CHATTOPADHYAY, Chief Settlement Commissioner

नई दिल्ली, 6 जून, 2001

का. आ. 1381.—निष्क्रांत संपत्ति प्रबंध अधिनियम, 1950 (1950 का 31) की धारा 55 की उपधारा 3 द्वारा मूले, महाभिरक्षक के रूप में प्रदत्त शक्तियों का प्रयोग करते हुए मैं एस. के. चट्टोपाध्याय, महाभिरक्षक एतद्द्वारा हरियाणा सरकार के पुनर्वासि विभाग में उप सचिव/संयुक्त सचिव/विशेष सचिव, जैसा भी मामला हो, को हरियाणा राज्य में निष्क्रांत संपत्ति के लिए सहायक महाभिरक्षक की निम्नलिखित शक्तियां सौंपता हूं :—

- (1) उक्त अधिनियम की धारा 24 एवं 27 के अंतर्गत शक्तियां ।
- (2) अधिनियम की धारा 10(2)(O) के अंतर्गत किसी निष्क्रांत संपत्ति के हस्तांतरण का अनुमोदन करने की शक्तियां ।
- (3) निष्क्रांत संपत्ति प्रबंध (केन्द्रीय) नियम, 1955 के नियम 30-क के अंतर्गत मामलों के हस्तांतरण की शक्तियां ।

2. इसके द्वारा दिनांक 22-3-2000 की अधिसूचना सं. 1(1)/99-बंदोबस्त का अधिकरण किया जाता है ।

[सं. 1(1)/99-बंदोबस्त]

एस. के. चट्टोपाध्याय, महाभिरक्षक

New Delhi, the 6th June, 2001

S.O. 1381.—In exercise of the powers conferred on me as Custodian General by Sub-Section 3 of Section 55 of the Administration of Evacuee Property Act, 1950 (31 of 1950). I, S. K. Chattopadhyay, Custodian General, hereby delegate the following powers to Deputy Secretary/Joint Secretary/Special Secretary as the case may be, in Rehabilitation Department of the Government

of Haryana, exercising the powers of Assistant Custodian General of Evacuee Property in the State of Haryana :—

- (i) Powers under Sections 24 and 27 of the Act.
- (ii) Powers of approval of transfer of any evacuee property under Section 10(2)(O) of the Act.
- (iii) Power of transfer of cases under Rule 30-A of the Administration of Evacuee Property (Central) Rules, 1955.

2. This supersedes Notification No. 1(1)/99-Settlement dated the 22nd March, 2000.

[No. 1(1)/99-Settlement]

S. K. CHATTOPADHYAY, Custodian General

नई दिल्ली, 6 जून, 2001

का. आ. 1382.—निष्क्रांत हिन् (पुनर्वासि) अधिनियम, 1951 (1951 का 64) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा श्री के. सी. लोहिया अवर जिला न्यायाधीश, तीस हजारी, दिल्ली को तत्काल प्रभाव से राष्ट्रीय राजधानी क्षेत्र, दिल्ली के अर्वाह अधिकारी के रूप में नियुक्त करती है ।

2. इसके द्वारा भारत सरकार, गृह मन्त्रालय, (पुनर्वासि प्रभाग) दिनांक 10-1-2000 की अधिसूचना सं. 1(1)/2000-बंदोबस्त का अधिकरण किया जाता है ।

[सं. 1(1)/2000-बंदोबस्त]

का. एन. लाहिरी, अवर सचिव

New Delhi, the 6th June, 2001

S.O. 1382.—In exercise of the powers conferred by Sub-section (i) of Section 13 of the Evacuee Interest (Separation) Act, 1951 (XLIV of 1951), the Central Government hereby appoints Shri K. C. Lohia, Additional District Judge, Tis Hazari, Delhi, as Appellate Officer for the National Capital Territory of Delhi with immediate effect.

2. This supersedes Government of India, Ministry of Home Affairs (Rehabilitation Division's) Notification No. 1(1)/2000-Settlement dated 10-1-2000.

[No. 1(1)/2000-Settlement]

B. N. LAHIRI, Under Secy.

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 11 जून, 2001

का. आ. 1383:—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी 40 पीसीआर 2001 दिनांक 14-03-2001 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना, के. अ. ब्यूरो, एस।बी, बंगलौर में दर्ज मामला आरसी-7(ए)/2001—बंगलौर में (1) श्री एस. सिद्दप्पा स्वामी, मुख्य पार्सल पर्यवेक्षक, दक्षिण रेलवे, सिटा रेलवे स्टेशन, बंगलौर और (2) मैसर्स पटेल अंगदिया कंपनी, बंगलौर एवं किन्हीं अन्य लोकसेवको अथवा व्यक्तियों के विरुद्ध भारतीय दंड संहिता, 1860 की धारा 120—बी सपठित धारा 42C तथा भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 13(2) सपठित धारा 13(1) (डी) के अधीन दंडनीय अपराधों तथा उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा समस्त प्रयत्नों, दुष्प्रेरणों और पड़यत्न तथा उसी सख्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/34/2001-ए. बी. डी. II (i)]

हरि सिंह, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 11th June, 2001

S.O. 1383.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide notification No. HD 40 PCR 2001, dated 14-3-2001, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under sections 120B read with 420 of Indian Penal Code, 1860 and 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988, and attempts, abettments and conspiracy in relation to or in connection with one or more of the offence

mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts against (1) Shri S. Siddappa Swamy, Chief Parcel Supervisor, Southern Railway, City Railway Station, Bangalore and (2) M/s. Patel Angadia Company, Bangalore and any other public servants or persons registered with DSPE/CBI/ACB/Bangalore vide RC.7 (A)/2001-BLR.

[No. 228/34/2001-AVD-II(i)]

HARI SINGH, Under Secy.

नई दिल्ली, 11 जून, 2001

का. आ. 1384 :—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी 36 पीसीआर 2001 दिनांक 12-03-2001 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना, के. अ. ब्यूरो, एस।बी, बंगलौर में दर्ज मामला आरसी-8(ए)/2001—बंगलौर में (1) श्री एम. राम-भूपाल रेड्डी, उच्च श्रेणी लिपिक, आरपीएफ सी का कार्यालय, बंगलौर एवं किन्हीं अन्य लोकसेवको अथवा व्यक्तियों के विरुद्ध भारतीय दंड संहिता, 1860 की धारा 419, 40, 468, 471 तथा भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 13(1) (डी) के अधीन दंडनीय अपराधों तथा उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा समस्त प्रयत्नों, दुष्प्रेरणों और पड़यत्न तथा उसी सख्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/34/2001-ए. बी. डी-II (i)]

हरि सिंह, अवर सचिव

New Delhi, the 11th June, 2001

S.O. 1384.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide notification No. HD 36 PCR 2001, dated 12-3-2001, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under sections 419, 420, 468, 471 of Indian Penal

Code, 1860 and section 13(1)(d) of the Prevention of Corruption Act, 1988, and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts against (1) Shri M. Rambhupal Reddy, Upper Division Clerk Office of the RPFC, Bangalore and any other public servants or persons registered with DSPE/CBI/ACB/Bangalore vide RC.8(A)/2001-BLR.

[No. 228/34/2001-AVD-II(ii)]

HARI SINGH, Under Secy.

नई दिल्ली, 11 जून, 2001

का. आ. 1385:—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी 15 पीसीआर 2001 दिनांक 17-03-2001 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना, के. आ. ब्यूरो, एसीबी, बंगलौर में दर्ज मामला आरसी-9 (ए) / 2001—बंगलौर में (1) श्री बादागेरी, सी. एच., सहायक डाकघर अधीक्षक, चन्नपट्टाना और (2) श्री बी. नारायणा गोबर, शस्त्रा पोस्ट मास्टर, कुट्टागल, रामानगरम तालुक एवं किन्ही अन्य लोकसेवकों अथवा व्यक्तियों के विरुद्ध भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 7 और 13 (2) संपठित धारा 13(1) (डी) के अर्वाचन दंडनीय अपराधों तथा उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रवृत्तों, दुर्व्यवहार और पडयंत्र तथा उर्मा संबंधवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/34/2001-ए. बी. डी. II (iii)]

हरि सिंह, अवर सचिव

New Delhi, the 11th June, 2001

S.O. 1385.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide notification No. HD 15 PCR 2001, dated 17-3-2001, hereby extends the powers and jurisdiction of the members of the Delhi Police Establishment to the whole of

the State of Karnataka for investigation of offences punishable under sections 7 and 13(2) read with 13(1)(d) of the Prevention of Corruption Act, 1988, and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts against (1) Shri Badageri C. H. Assistant Superintendent of Post Offices, Channapattana and (2) Shri V. Narayana Geeyer, Branch Post Master, Kuttagal, Ramanagaram Taluk and any other public servants or persons registered with DSPE/CBI/ACB/Bangalore vide RC.9(A)/2001-BLR.

[No. 228/34/2001-AVD-II(iii)]

HARI SINGH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

(कार्यालय आयुक्त केन्द्रीय उत्पाद शुल्क)

लखनऊ, 11 जून, 2001

संख्या 1/2001—सीमा शुल्क (एन टी)

का.आ. 1386:—सीमा शुल्क अधिनियम, 1962 की धारा 152 उपधारा ए के अन्तर्गत भारत सरकार वित्त मंत्रालय राजस्व विभाग नई दिल्ली द्वारा निर्गमित अधिसूचना संख्या 33/94 सीमा शुल्क (एन टी) दिनांक 01-07-1994 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एल. के. शिंगल, आयुक्त केन्द्रीय उत्पाद शुल्क लखनऊ उत्तर प्रदेश राज्य के बाराबंकी जनपद तहसील फतेहपुर में स्थित ग्राम कुर्सी के समस्त क्षेत्र को सीमा शुल्क अधिनियम की धारा 9 के अन्तर्गत शतप्रतिशत निर्यात इकाईयां के सदस्य में 'बेयर हाउसिंग स्टेशन' घोषित करता है।

[पत्रावली संख्या : बी (III) 07/सी.एस.एस. आर. ओ.ओ.एन.

बी. बी. के. एल. के. ओ/2001]

एल. के. शिंगल, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

(Office of the Commissioner of Central Excise)

Lucknow, the 11th June, 2001

No. : 1/2001—CUSTOMS (NT)

S.O. 1386.—In exercise of the powers conferred upon me vide Notification No. : 33/94-Cus (NT) dated 1-7-1994 of the Government of India, Ministry of Finance, Department of Revenue issued under section 152 of the Customs Act, 1962, I, S. K. Shingal, Commissioner of Central Excise Lucknow hereby declare the whole of the area of the village—KURSI in the Tehsil of FATEHPUR of the District BARA-

BANKI in the State of UTTAR PRADESH as 'WAREHOUSING STATION' under section 9 of the Customs Act, 1962 in respect of Hundred Per-cent Export Oriented Units.

[F. No. V(III)07/Cus/Amroon/BBK/LKO/2001]

S. K. SHINGAL, Commissioner
(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 13 जून, 2001

का.आ. 1387:—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उप-खण्ड (1), खण्ड 5, खण्ड 6, खण्ड 7, और खण्ड 8 के उप-खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा 3 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा भारतीय स्टेट बैंक के उप प्रबंध निदेशक तथा इस समय स्टेट बैंक आफ बीकानेर एंड जयपुर के प्रबंध निदेशक श्री मधुकर को उनके कार्यभार ग्रहण करने की तारीख से 29 फरवरी, 2004 तक युनाइटेड बैंक आफ इंडिया के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[फा.सं. 9/4/2001-बी.ओ.-I]

रमेश चन्द, अधर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 13th June, 2001

S.O. 1387.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3, clause 5, clause 6, clause 7 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Madhukar, Deputy Managing Director, State Bank of India and presently Managing Director, State Bank of Bikaner & Jaipur as Chairman and Managing Director, United Bank of India for the period from the date of his taking charge and upto 29th February, 2004.

[F. No. 9/4/2001-B.O.-I.]

RAMESH CHAND, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 22 मई, 2001

का. आ. 1388:—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा-1 के खण्ड (ख) के अनुसरण में नागपुर विश्वविद्यालय, नागपुर की सिनेट द्वारा डा० वेदप्रकाश मिश्रा, डीन, चिकित्सा संकाय, नागपुर विश्वविद्यालय, नागपुर को 31 मार्च, 2001 से भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उपधारा (i) के उपबंध के अनुसरण में, केन्द्र सरकार तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना का. आ. संख्या 138 में एतद्द्वारा निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में "धारा 3 की उपधारा (i) के खण्ड (ख) के अंतर्गत निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 16 तथा उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्या तथा प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात्:—

"डा. वेद प्रकाश मिश्रा नागपुर विश्वविद्यालय
17, पोस्टल आडिट कालोनी,
राणा प्रताप नगर,
नागपुर—440022"

[संख्या बी—11013/2/2001-एम. ई. (नीति I)]

पी. जी. कल्याणराज, अधर सचिव

MINISTRY OF HEALTH AND FAMILY
WELFARE

(Department of Health)

New Delhi, the 22nd May, 2001

S.O. 1388.—Whereas in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. Vedprakash Mishra, Dean of the Faculty of Medicine, Nagpur University, Nagpur has been elected by the Senate of Nagpur University, Nagpur to be a member of the Medical Council of India with effect from 31st March, 2001.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely:—

In the said Notification, under the heading, 'Elected under clause (b) of sub-section (1) of section 3', for serial number 16 and the entry relating thereto

the following serial number and entry shall be substituted, namely :—

16. Dr. Vedprakash Mishra, Nagpur
17, Postal Audit Colony, University.
Ranapratap Nagar,
Nagpur-440022".

[No. V-11013/2/2001-ME(Policy-I)]

P. G. KALADHARAN, Under Secy.

नई दिल्ली, 22 मई, 2001

का. आ. 1389.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (ख) के अनुसरण में पंजाब विश्वविद्यालय की सीनेट द्वारा निदेशक, स्नातकोत्तर शिक्षा, शिक्षा व अनुसंधान संस्थान, चंडीगढ़ और पंजाब विश्वविद्यालय के आयुर्विज्ञान संकाय के भी सदस्य डा. एम. के. शर्मा 25 मार्च, 2001 से भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना क. आ. 138 में एतद्द्वारा निम्नलिखित मंशोधन करती है, अर्थात् :—

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खंड (ख) के अंतर्गत निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 9 तथा उसमें संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्या तथा प्रविष्टि प्रतिस्थापित की जायेगी, अर्थात् :—

"9. एम. के. शर्मा, पंजाब विश्वविद्यालय"
कोठी न. 37, सेक्टर-4,
चंडीगढ़

[सं. वी-11013/2/2001-एम. ई. (नीति-1)]

पी. जी. कलाधरण, अवसर सचिव

New Delhi, the 22nd May, 2001

S.O. 1389.—Whereas in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. S. K. Sharma, Director Postgraduate Instt. of Medical Education and Research, Chandigarh and also member of the Faculty of Medical Sciences, Punjab University has been elected by the Senate of Punjab University to be a member of the Medical Council of India with effect from 25th March, 2001.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the heading, 'Elected under clause (b) of sub-section (1) of section 3',

for serial number 9 and the entry relating thereto the following serial number and entry shall be substituted, namely :—

"9. Dr. S. K. Sharma, Panjab University"
Kothi No. 37, Sector-4,
Chandigarh.

[No. V-11013/2/2001-ME(Policy-I)]

P. G. KALADHARAN, Under Secy.

नई दिल्ली, 23 मई, 2001

का. आ. 1390.—केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा-3 की उपधारा (i) के खंड (क) के अनुसरण में और उत्तरांचल सरकार से परामर्श करके डा. अनिल कुमार शर्मा, वरिष्ठ स्वास्थ्य अधिकारी, देहरादून को इस अधिसूचना के जारी होने की तारीख से भारतीय आयुर्विज्ञान परिषद् का सदस्य नामित किया है।

अतः अब, उक्त अधिनियम की धारा 3 की उपधारा (i) के उपबंध के अनुसरण में, केन्द्र सरकार तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना का. आ. सं. 138 में एतद्द्वारा निम्नलिखित मंशोधन करती है, अर्थात् :—

उक्त अधिसूचना में "धारा 3 की उपधारा (i) के खंड (क) के अंतर्गत नामित" शीर्षक के अंतर्गत क्रम संख्या 25 तथा उसमें संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या तथा प्रविष्टियाँ जोड़ी जायेंगी, अर्थात् :—

"26. डा. अनिल कुमार शर्मा उत्तरांचल सरकार"
वरिष्ठ स्वास्थ्य अधिकारी
देहरादून (उत्तरांचल)

[संख्या वी-11013/1/2001-एम. ई. (नीति-I)]

पी. जी. कलाधरण, अवसर सचिव

New Delhi, the 23rd May, 2001

S.O. 1390.—Whereas the Central Government in pursuance of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Uttaranchal have nominated Dr. Anil Kumar Sharma, Senior Health Officer, Dehradun to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification under the heading, 'nominated under clause (b) of sub-section (1) of section 3',

after serial number 25 and the entries thereto, the following serial number and entries shall be added, namely :—

"26. Dr. Anil Kumar Sharma, Uttaranchal
Senior Health Officer, Government"
Dehradun (Uttaranchal).

[No. V-11013/1/2001-ME(Policy-I)]

P. G. KALADHARAN, Under Secy.

नई दिल्ली, 24 मई, 2001

का. आ. 1391 — भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा-3 की उपधारा (i) के खंड (ख) के अनुसरण में डॉन, गोवा मेडिकल कॉलेज और गोवा विश्वविद्यालय के चिकित्सा संकाय के सदस्य डा. बी. एन. रेड्डी का गोवा विश्वविद्यालय के कौर्ट द्वारा 30 नवम्बर, 2000 से भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना का. आ. संख्या 138 में एतद्वारा निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खंड (ख) के अंतर्गत निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 65 तथा उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्या तथा प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

"65 डा. बी. एन. रेड्डी गोवा विश्वविद्यालय"
टाइप VI, एक/1 बंगला
गोवा मेडिकल कॉलेज कैम्पस,
पो. आ.—बम्बोनिम,
गोवा—103202

[स. वी-11013/2/2001-एम. ई. (नीति-I)]

पी. जी. कलाधरण, अवर सचिव

New Delhi, the 24th May, 2001

S.O. 1391.—Whereas in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. B. N. Reddy, Dean, Goa Medical College and member of the Medical Faculty of Goa University, has been elected by the Court of the Goa University to be a member of the Medical Council of India with effect from 30th November, 2000.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the heading, 'Elect-ed under clause (b) of sub-section (1) of section 3',

for serial number 65 and the entry relating thereto the following serial number and entry shall be substituted, namely :—

"65 Dr. B. N. Reddy, Goa University"
Type VI, F/1 Bungalow,
Goa Medical College Campus,
P.O. Bembolim,
Goa-403202.

[No. V-11013/2/2001-ME(Policy-I)]

P. G. KALADHARAN, Under Secy.

नई दिल्ली, 24 मई, 2001

का. आ. 1392 — भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा-3 की उपधारा (1) के खंड (क) के अनुसरण में चिकित्सा संकाय की सदस्य डा. (सुश्री) जयश्री पी. मेहता को बड़ौदा के महाराजा सायजीराव विश्वविद्यालय की सीनेट द्वारा 30 मार्च, 2001 से भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार तत्कालीन, स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना का. आ. संख्या 138 में एतद्वारा निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खंड (ख) के अंतर्गत निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 24 तथा उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्या तथा प्रविष्टि जोड़ी जाएगी, अर्थात् :—

"24 डा. (सुश्री) जयश्री पी. मेहता,
सर्जनि अपार्टमेंट—7, द्वितीय तल,
वी/एच, तुलसी छात्रावास, प्रतापगंज,
बरोदरा।

[संख्या वी.-11013/2/2001-एम. ई. (नीति-I)]

पी. जी. कलाधरण, अवर सचिव

New Delhi, the 24th May, 2001

S.O. 1392.—Whereas in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. (Miss) Jayshree P. Mehta, member of the Faculty of Medicine, has been elected by the Senate of the Maharaja Sayajirao University of Baroda to be a member of the Medical Council of India with effect from 30th March, 2001.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the heading, 'Elect-ed under clause (b) of sub-section (1) of section 3',

for serial number 24 and the entry relating thereto the following serial number and entry shall be substituted, namely :—

“24. Dr. (Miss) Jayshree M. S. University
P. Mehta, Saptaishi of Baroda”
Apts:—7, 2nd Floor,
B/H Tulsī Hostel,
Pratapgunj, Vadodara.

[No. V-11013/2/2001-ME(Policy-I)]
P. G. KALADHARAN, Under Secy.

नई दिल्ली, 24 मई, 2001

का. आ. 1393.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (i) के खण्ड (ख) के अन्तर्गण में सरदार पटेल विश्वविद्यालय, विद्यानगर-388120 (गुजरात) के चिकित्सा संकाय के सदस्य डा. निवेदिता देसाई को सरदार पटेल विश्वविद्यालय की सीनेट द्वारा 1 अप्रैल, 2001 में भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अन्तर्गण में, केन्द्र सरकार तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना का. आ. संख्या 138 में एतद्वारा निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उप-धारा (1) के खण्ड (ख) के अंतर्गत निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 73 तथा उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्या तथा प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

नई दिल्ली, 11 जून, 2001

का. आ. 1394.—दन्त चिकित्सक अधिनियम, (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये केन्द्र सरकार भारतीय दन्त चिकित्सा परिषद् में परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची के भाग-1 में द. तमिलनाडु डा. एम. जी. आर. मेडिकल यूनिवर्सिटी, चैन्नई की क्रम संख्या 34 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां जोड़ी जायेंगी, अर्थात् :—

34. द. तमिलनाडु डा. एम. जी. आर. मेडिकल यूनिवर्सिटी, चैन्नई

मास्टर आफ डेंटल सर्जरी
निम्नलिखित दंत चिकित्सा अर्हताएं मीनाक्षी अम्मल डेंटल कालेज एंड हॉस्पिटल, चैन्नई (तमिलनाडु) के स्नातकोत्तर छात्रों के संबंध में सभी मान्यताप्राप्त अर्हताएं होंगी यदि वे निम्नलिखित विशिष्टताओं में से प्रत्येक के सामने निर्दिष्ट तिथियों को अथवा उसके बाद प्रदान की गई हों :

(1) एम. डी. एस.

(विकल दंत विज्ञान)

द. तमिलनाडु डा. एम. जी. आर. मेडिकल यूनिवर्सिटी, चैन्नई।

-(2) एम. डी. एस.

(प्रोस्थोडान्टिक्स)

द. तमिलनाडु डा. एम. जी. आर. मेडिकल यूनिवर्सिटी, चैन्नई।

“73. डा. निवेदिता देसाई सरदार पटेल विश्वविद्यालय”
डीन,
बी-4, प्रोफेसरस क्वार्टर्स
प्रमुखस्वामी मेडिकल कालेज कैम्पस,
करमसाद—388325.

[संख्या जी.-11013/17/2001-एम. ई. (यूजी)]
पी. जी. कलाधरण, अवर सचिव

New Delhi, the 24th May, 2001

S.O. 1393.—Whereas in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. Nivedita Desai, Member of the Faculty of Medicine, Sardar Patel University, Vidyanagar-388120 (Gujarat) has been elected by the Senate of Sardar Patel University to be a member of the Medical Council of India with effect from 1st April, 2001.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the heading, ‘Elected under clause (b) of sub-section (1) of section 3’, for serial number 73 and the entry relating thereto the following serial number and entry shall be substituted, namely :—

“73. Dr. Nivedita Desai, Sardar Patel
Dean, University”
B-4, Professor's Quarters,
Pramukhswami Medical
College Campus,
Karamsad-388325.

[No. V-11013/17/2001-ME(UG)]
P. G. KALADHARAN, Under Secy.

(1) एम. डी. एम. (बिक्ल दंत विज्ञान)
26-9-2000

(2) एम. डी. एम. (प्रोस्थोडॉन्टिक्स)
27-9-2000

(3) एम. डी. एम. (संरक्षी दंत चिकित्सा)
26-9-2000

(4) एम. डी. एम. (मुखीय शल्य चिकित्सा)
26-9-2000

(5) एम. डी. एम. (परिदंत विज्ञान)
26-9-2000

(6) एम. डी. एम. (मुखीय विकृति विज्ञान)
28-9-2000

(3) एम. डी. एम.
(संरक्षी दंत चिकित्सा)

द तमिलनाडु डा. एम. जी. आर.
मेडिकल यूनिवर्सिटी, चेन्नई।

(4) एम. डी. एम.
(मुखीय शल्य चिकित्सा)
द तमिलनाडु डा. एम. जी. आर.
मेडिकल यूनिवर्सिटी, चेन्नई।

(5) एम. डी. एम.
(परिदंत विज्ञान)

द तमिलनाडु डा. एम. जी. आर.
मेडिकल यूनिवर्सिटी, चेन्नई।

(6) एम. डी. एम.
(मुखीय विकृति विज्ञान)
द तमिलनाडु डा. एम. जी. आर.
मेडिकल यूनिवर्सिटी, चेन्नई।

[सं. बी.-12018/2/2001-पी.एम.एम.]
एम. के. राव, निदेशक (एम. ई.)

New Delhi the 11th June, 2001

S.O. 1394. —In exercise of the powers conferred by Sub-Section (2) of Section 10 of the Dentists Act (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following further amendment in Part-I of the Schedule to the said Act namely:

In Part-I of the said Schedule against serial number 34 of the Tamil Nadu Dr. M.G.R. Medical University, Chennai and the entries relating thereto, the following entries will be added namely:

34. The Tamil Nadu Dr. M.G.R. Medical University, Chennai.	Master of Dental Surgery The following dental qualifications shall be recognized qualifications in respect of P.G. students of Meenakshi Ammal Dental College and Hospital, Chennai (Tamil Nadu) when granted on or after the dates indicated against each of the following specialities:	(1) M.D.S. (Orthodontics) The Tamil Nadu Dr. M.G.R. Medical University, Chennai. (2) M.D.S. (Prosthodontics) The Tamil Nadu Dr. M.G.R. Medical University, Chennai. (3) M.D.S. (Conservative Dentistry) The Tamil Nadu Dr. M.G.R. Medical University, Chennai. (4) M.D.S. (Oral Surgery) The Tamil Nadu Dr. M.G.R. Medical University, Chennai. (5) M.D.S. (Periodontics) The Tamil Nadu Dr. M.G.R. Medical
	(1) MDS (Orthodontics)-26-9-2000 (2) MDS (Prosthodontics)-27-9-2000 (3) MDS (Conservative Dentistry)-26-9-2000 (4) MDS (Oral Surgery)-26-9-2000 (5) MDS (Periodontics)-26-9-2000	

(6) MDS (Oral Pathology)-28-9-2000

University, Chennai.

(6) M.D.S. (Oral Pathology)

The Tamil Nadu Dr. M.G.R. Medical

University, Chennai.

[No.V.-12018/2/2001-PM&]

S.K. RAO, Director (ME)

नई दिल्ली, 11 जून, 2001

का.आ. 1395.—दन्त चिकित्सक अधिनियम (1948 का 16) की भाग 10 की उपभाषा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये केन्द्र सरकार भारतीय दन्त चिकित्सा परिषद से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अनुसूची के भाग-1 में राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेज, बंगलौर के क्रम संख्या 47 और उसके संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां जोड़ी जायेंगी, अर्थात्:—

47. राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेज, बंगलौर

दंत शल्य चिकित्सा में निष्णात निम्नलिखित दंत चिकित्सा अर्हताएं जे.एस.एस. हटल कालेज और अस्पताल, मैसूर के स्नातकोत्तर छात्रों के संबंध में सभी मा.य.राप्रान्त प्रहताएं होंगी यदि वे निम्नलिखित विशिष्टताओं में से प्रत्येक के सामने निदिष्ट तिथियों को अथवा उसके बाद प्रदान की गई हों:—

(1) एम.डी.एस. (मुख्य शल्य चिकित्सा)—
21-9-2000

(2) एम.डी.एस.
(परिदंत विज्ञान)—23-9-2000

(3) एम.डी.एस.
(विकल दंत विज्ञान)
4-10-2000

1. एम.डी.एस.

(मुख्य शल्य चिकित्सा)

राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेज, बंगलौर।

2. एम.डी.एस. (परिदंत विज्ञान)

राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेज, बंगलौर।

3. एम.डी.एस. (विकल दंत विज्ञान)

राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेज, बंगलौर।

[स. बी.-12018/5/2001-पी.एस.एस.]

एस.के. राव, निदेशक (एम.ई.)

New Delhi, the 11th June, 2001

S.O. 1395.—In exercise of the powers conferred by Sub-Section (2) of Section 10 of the Dentists Act (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following further amendment in part-I of the Schedule to the said Act namely:

In Part-I of the said Schedule against serial number 47 of Rajiv Gandhi University of Health Sciences, Bangalore and the entries relating thereto, the following entries will be added namely:

47. Rajiv Gandhi
University of Health

Master of Dental Surgery
The following dental qualifications shall be

1. M.D.S. (Oral Surgery)
Rajiv Gandhi University of Health

Sciences (RGUOHs),
Bangalore.

recognized qualifications in respect of P.G. students of J.S.S. Dental College and Hospital, Mysore when granted on or after the dates indicated against each of the following specialities:

- (1) MDS (Oral Surgery)-21-9-2000
- (2) MDS (Periodontics)-23-9-2000
- (3) MDS (Pedodontics)-4-10-2000

Sciences, Bangalore.

2. M.D.S. (Periodontics)

Rajiv Gandhi University of Health Sciences, Bangalore.

3. M.D.S. (Pedodontics)

Rajiv Gandhi University of Health Sciences, Bangalore.

[No. V. 12018/5/2001-PMS]

S.K. RAO, Director (ME)

नई दिल्ली, 11 जून, 2001

का. आ. 1396.—दन्त चिकित्सक अधिनियम, (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये केन्द्र सरकार भारतीय दन्त चिकित्सा परिषद के परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित और संशोधन करती है, अर्थात्:—

2. उक्त अनुसूची के भाग-1 में राजीव गांधी यूनिवर्सिटी आफ हेल्थ साइंसेज, बंगलौर के क्रम संख्या 47 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां जोड़ी जायेंगी, अर्थात्:—

47. राजीव गांधी यूनिवर्सिटी आफ
हेल्थ साइंसेज, बंगलौर

दन्त शल्य चिकित्सा में निष्णात

निम्नलिखित दंत चिकित्सा

अर्हताएं पी.एम.एन.एम. डेंटल कालेज और अस्पताल,

बगलकोट के स्नातकोत्तर छात्रों के संबंध में तभी

मान्यताप्राप्त अर्हताएं होंगी यदि वे निम्नलिखित

विशिष्टताओं में से प्रत्येक के सामने निर्दिष्ट तिथियों का

अथवा उसके बाद प्रदान की गई हों:—

(1) एम.डी.एम.

(मुख्य चिकित्सा)—21-9-2000

(2) एम.डी.एम.

(परिदंत विज्ञान)—21-9-2000

(3) एम.डी.एम.

(विकल दन्त विज्ञान)—19-9-2000

(4) एम.डी.एम.

(संरक्षी दंत चिकित्सा)—21-9-2000

1. एम.डी.एम. (मुख्य चिकित्सा)

राजीव गांधी यूनिवर्सिटी आफ हेल्थ

साइंसेज, बंगलौर

2. एम.डी.एम.

(परिदंत विज्ञान)—तदैव—

3. एम.डी.एम.

(विकल दन्त विज्ञान)—तदैव—

4. एम.डी.एम.

(संरक्षी दंत चिकित्सा)

—तदैव—

[स. वी-12018/6/2001-पी.एम.एस]

एम.के. राव, निदेशक (एम.ई.)

New Delhi, the 11th June, 2001

S.O. 1396.—In exercise of the powers conferred by Sub-Section (2) of Section 10 of the Dentists Act (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following further amendment in part-I of the Schedule to the said Act namely:

In Part-I of the said Schedule against serial number 47 of Rajiv Gandhi University of Health Sciences, Bangalore and the entries relating thereto, the following entries will be added namely:—

47. Rajiv Gandhi University of Health Sciences (RGUOHS), Bangalore:	Master of Dental Surgery	1. MDS (Oral Medicine)
	The following dental qualifications shall be recognized qualifications in respect of P.G. students of P.M.N.M. Dental College and Hospital, Bagalkot when granted on or after the dates indicated against each of the following specialties:	Rajiv Gandhi University of Health Sciences, Bangalore.
	(1) MDS (Oral Medicine)-21-9-2000	2. MDS (Periodontics)
	(2) MDS (Periodontics)-21-9-2000	Rajiv Gandhi University of Health Sciences, Bangalore.
	(3) MDS (Orthodontics)-19-9-2000	3. MDS (Orthodontics)
	(4) MDS (Conservative Dentistry)-21-9-2000	Rajiv Gandhi University of Health Sciences, Bangalore.
		4. MDS (Conservative Dentistry)
		Rajiv Gandhi University of Health Sciences, Bangalore.

[No. V.-12018/6/2001-PMS]

S. K. RAO, Director (ME)

शुद्धि-पत्र

नई दिल्ली, 11 जून, 2001

का. आ. 1397.—उस मंत्रालय की दिनांक 1-11-2000 की समसंख्यक अधिसूचना में आंशिक संशोधन करने हुये पैरा-2 को कृपया निम्न प्रकार से पढ़ा जाये:—

उक्त अनुसूची के भाग-1 में बाबा फरीद यूनिवर्सिटी आफ हेल्थ साइंसेज, फरीदकोट की क्रम संख्या 51 और उसमें संबंधित प्रविष्टियों के बाद निम्नलिखित प्रविष्टियां जोड़ी जायेंगी:

52. भारती विद्यापीठ, (सम विश्वविद्यालय), पुणे।	भारतीय विद्यापीठ (सम विश्वविद्यालय), डेंटल कॉलेज एवं अस्पताल, पुणे के बी.डी.एस. छात्रों के संबंध में बी.डी.एस. शैक्षिक अर्हता तभी एक मायता प्राप्त दन्त चिकित्सा अर्हता होगी यदि वह 19-6-2000 को अथवा उसके बाद प्रदान की गई हो।	बी.डी.एस. (भारती विद्यापीठ) पुणे।
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[सं. बी.-12017/10/96-पी.एम.एस.]

एम.के. राव, निदेशक

CORRIGENDUM

New Delhi, the 11th June, 2001

S.O. 1397.—In partial modification of this Ministry's notification of even number, dated 1-11-2000, para 2 may please be read as under:

In Part-I of the said Schedule after serial number 51 of Baba Farid University of Health of Sciences, Faridkot and the entries relating thereto, the following entries will be added, namely:

52. Bharati Vidyapeeth (Deemed University), Pune.	The B.D.S. qualification in respect of BDS students of Bharati Vidyapeeth (Deemed University), Dental College & Hospital, Pune shall be a recognized dental qualification when granted on or after 19-6-2000.	B.D.S. (Bharati Vidyapeeth), Pune.
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[No. V. 12017/10/96-FMS]

S. K. RAO, Director

शहरी विकास और गरीबी उपशमन मंत्रालय

(भूमि तथा विकास कार्यालय)

नई दिल्ली, 15 जून, 2001

का.आ. 1398—यतः अधिसूचना सं. एम. ओ. 1810 दिनांक 12 जुलाई, 1974 में उल्लिखित भूमि का 'हरित' क्षेत्र के रूप में विकास और अनुसरण करने के लिए तथा इस प्रयोजन हेतु यथा अपेक्षित कदम उठाने के लिए यह भूमि दिल्ली विकास प्राधिकरण को इस शर्त पर सौंपी गयी थी कि दिल्ली विकास प्राधिकरण उक्त भूमि पर न तो कोई निर्माण करेगा अथवा न ही इसकी इजाजत देगा और दिल्ली विकास प्राधिकरण केन्द्र सरकार द्वारा अपेक्षित होने पर उक्त भूमि अथवा उसके किसी भाग को अपेक्षानुसार पुनः केन्द्र सरकार को सौंप देगा।

2. और चकि यह निर्णय लिया गया है कि उपर्युक्त अधिसूचना में स्थल सं. 18 में उल्लिखित भूमि को दिल्ली विकास प्राधिकरण से वापस लेकर उसे "हरित" तौर पर अनुसरण हेतु निर्माण महानिदेशक, केन्द्रीय लोक निर्माण विभाग को सौंप दिया जाए।

3 अत्र, हमलिय दिल्ली विकास अधिनियम की धारा 22(4) के अन्तर्गत प्रदत्त अधिकारों को प्रयोग करने हुए केन्द्र सरकार एतद्वारा तत्काल प्रभाव से स्थल सं. 18 में उल्लिखित लगभग 500 एकड़ भूमि उपर्युक्त अधिसूचना द्वारा दिल्ली विकास प्राधिकरण से वापस लेती है और उसका 'हरित' क्षेत्र के रूप में विकास और अनुसरण तथा इस प्रयोजन हेतु यथा अपेक्षित कदम उठाने के लिए इसे निर्माण महानिदेशक, केन्द्रीय लोक निर्माण विभाग को इस शर्त पर सौंपती है कि निर्माण महानिदेशक केन्द्रीय लोक निर्माण विभाग उक्त भूमि पर न तो कोई निर्माण करेगा अथवा न ही इसकी

इजाजत देगा और केन्द्र सरकार द्वारा अपेक्षित होने पर उक्त भूमि अथवा उसके किसी भाग को अपेक्षानुसार पुनः केन्द्र सरकार को सौंप देगा। उपर्युक्त स्थल की अनुसूची नीचे दी गयी है —

उत्तर	:	बरमानी पानी का नाला
दक्षिण	:	सरकारी भूमि
पूर्व	:	सड़क
पश्चिम	:	सरकारी भूमि

उ महानिदेशक, के.ला.नि.वि. को उपर्युक्त भूमि का कब्जा तत्काल लेना होगा तथा 'हरित' तौर पर उसकी देखरेख, प्रबन्ध और अनुसरण की जिम्मेदारी लेनी होगी।

[स. एन-II-1 (672)/2000]

पी. के. प्रधान, संयुक्त सचिव

MINISTRY OF URBAN DEVELOPMENT AND
POVERTY ALLEVIATION

(Land and Development Office)

New Delhi, the 15th June, 2001

S.O. 1398.—Whereas, the lands specified in the Notification No. S.O. 1810 dated 12th July, 1974 were placed at the disposal of the Delhi Development Authority for the purpose of development and maintenance of the said lands as 'green' and for taking such steps as may be required to serve the said purpose, subject to the condition that the Delhi Development Authority shall not make or cause or permit to be made, any construction on the said lands and shall, when required by the Central Govt. so to do, replace the said land or any portion thereof as may be so required, at the disposal of the Central Government.

2. And whereas, it has been decided to resume the land mentioned as Site No. 18 of the said Notification from Delhi Development Authority and place the same at the disposal of the Director General of Works, Central Public Works Department for maintenance as 'green'.

3. Now, therefore, in exercise of powers conferred under Section-22(4) of the Delhi Development Act, the Central Govt. hereby resumes with immediate effect the land mentioned as Site No. 18 of the said Notification measuring 5.00 Acres (approx) from the Delhi Development Authority and places the same at the disposal of the Director General of Works, CPWD for the purpose of development and maintenance of the said lands as 'green' and for taking such steps as may be required to serve the said purpose subject to the condition that the DG(W), CPWD shall not make or cause or permit to be made any construction on the said land and shall when required by the Central Govt. so to do, replace the said lands or any portion thereof as may be required at the disposal of the Central Govt. The schedule of the above mentioned site is given below:

North : by storm water drain

South : by Govt. land

East : by Road

West : by Govt. land

4. The DG(W), CPWD shall take immediate possession of the said land and assume the responsibility for care on management and maintenance as 'green'.

[No. L-II-1(672)|2000]

P. K. PRADHAN, Jt. Secy.

वस्त्र मंत्रालय

नई दिल्ली, 6 जून, 2001

का. आ. 1399.—केन्द्रीय सरकार, (संघ के शासकीय प्रयोजनों के प्रयोग के लिए राजभाषा) नियम, 1976 के नियम 10 के उपनियम 4 के अनुसरण में, वस्त्र मंत्रालय के अन्तर्गत आने वाले निम्नलिखित कार्यालयों को जिनमें 80 % से अधिक कर्मचारियों ने हिन्दी का कार्यमाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. दि एच एच ई सी आफ इण्डिया लि.,

15, एन नेली मेनगप्ता सरणी,

लिनड्से स्ट्रीट, छठी मंजिल,

न्यू मार्केट कॉम्प्लेक्स, फेज-1,

कोलकाता-700087

2. क्षेत्रीय रेशम उत्पादन अनुसंधान केन्द्र,
केन्द्रीय रेशम बोर्ड,
पोस्ट बॉक्स नं. 50
अनंतपुर,
आंध्र प्रदेश-515001

[सं ई-11016/1/99-हिन्दी]

चन्द्र भान, उप सचिव

MINISTRY OF TEXTILES

New Delhi, the 6th June, 2001

S.O. 1399.—In pursuance of Sub-Rule 4 of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices under the Ministry of Textiles, whereof more than 80% staff have acquired working knowledge of Hindi :—

1. The HHEC of India Ltd.
15, N Nellie Sengupta Sarani,
Lindrsey Street, Sixth floor,
New Market Complex, Phase-I,
Kolkata-700087.

2. Regional Silk Production Research Centre,
Central Silk Board,
Post Box No. 50,
Anantpur, Andhra Pradesh-515001.

[No. E-11016/1/99-Hindi]

CHANDER BHAN, Dy. Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 13 जून, 2001

का.आ.—1400 केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में दूरदर्शन महानिदेशालय एवं आकाशवाणी महानिदेशालय के निम्नलिखित अधीनस्थ कार्यालयों (सूचना और प्रसारण मंत्रालय) को जिनके 80 % से अधिक कर्मचारी वृन्द ने हिन्दी का कार्यमाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. दूरदर्शन केन्द्र, राजकोट

2. दूरदर्शन केन्द्र, बंगलूर

3. आकाशवाणी केन्द्र, बीड़ (महाराष्ट्र)

4. आकाशवाणी केन्द्र, आसी (उत्तर प्रदेश)

5. आकाशवाणी केन्द्र, नागौर (राजस्थान)

6. आकाशवाणी केन्द्र, जैसलमेर (राजस्थान)

[सं.-ई-11011/1/93-हिन्दी]

स.य मिह कटारिया, निदेशक (राजभाषा)

MINISTRY OF INFORMATION & BROADCASTING

New Delhi, the 13th June, 2001

S.O. 1400.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976, the Central Government hereby notify the following the Subordinate Offices of the DG: Doordarshan and DG: AIR (Ministry of Information & Broadcasting), the staff whereof more than 80% have acquired the working knowledge of Hindi :—

1. Doordarshan Kendra, Rajkot
2. Doordarshan Kendra, Bangalore
3. All India Radio Station, Beer (Maharashtra)
4. All India Radio Station, Jhansi (UP)
5. All India Radio Station, Nagaur (Rajasthan)
6. All India Radio Station, Jaisalmer (Rajasthan).

[No. E-11011/1/93-Hindi]

S. S. KATARIA, Director (OL)

संचार मंत्रालय, दूरसंचार विभाग

(राजभाषा अनुभाग)

नई दिल्ली, 11 जून, 2001

का.आ. 1401.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10(4) के अनुसरण में संचार मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय को जिसमें 80 प्रतिशत में अधिक कर्मचारियों ने हिंदी का कार्यभाषक ज्ञान प्राप्त कर लिया, है, एतद्वारा अधिसूचित करती है।

आई टी आई लिमिटेड, बेंगलूर

आई.टी.आई. लि.

पंजीकृत एवं निर्गमित कार्यालय,

45/1, मद्रास रोड, बेंगलूर-560025,

[सं. ई-11016/1/99-रा.भा.]

कैलाश दत्ता, उप निदेशक (राजभाषा)

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 11th June, 2001

S.O. 1401.—In pursuance of rule 10(4) of the Official Language (use for official purpose of the Union), rules, 1976 the Central Government hereby notifies following office under the administrative control of Ministry of Communications, Department of Telecommunications where of more than 80% staff have acquired working knowledge of Hindi.

ITI LIMITED, Bangalore

ITI LIMITED, Bangalore

Registered & Corporate Office,

45/1, Magrath Road, Bangalore-560025.

[No. E. 11016/1/99 (O.L.)]

KAILASH DUTTA, Dy. Director (O.L.)

भारतीय पुरातत्व सर्वेक्षण

आदेश

नई दिल्ली, 25 मई, 2001

का.आ. 1402.—प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम-1958 के नियम 5(i) द्वारा प्रदत्त अधिकारी का प्रयोग करते हुए मैं उमेश कुमार, निदेशक (प्रशासन), भारतीय पुरातत्व सर्वेक्षण एतद्वारा यह निर्देश देता हूँ कि दिल्ली स्थित राष्ट्रीय महत्व का स्मारक हुमायूँ का मकबरा दर्शको के अवलोकनार्थ दिनांक 12 जून 2001 से प्रवेश शुल्क वसूलने के आधार पर प्रत्येक दिन मध्याह्न 1900 बजे से 2100 तक खुला रहेगा।

[एफ. सं. 19/2/95-एम]

उमेश कुमार, निदेशक (प्रशासन)

कृते महानिदेशक

ARCHAEOLOGICAL SURVEY OF INDIA ORDER

New Delhi, the 25th May, 2001

S.O. 1402.—In exercise of the powers conferred under Rule 5(i) of Ancient Monuments, Archaeological Sites and Remains Rules, 1959, I Umesh Kumar, Director (Administration), Archaeological Survey of India, hereby direct that Humayun's Tomb a protected monument of national importance shall remain open between 1900 hrs. to 2100 hrs. on all days from the 12th day of June 2001 enabling the public to view the illumination of the main Tomb of the monument on payment of the entry fee in force.

[F. No. 19/2/95-M]

UMESH KUMAR, Director (Administration)

For Director General

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 18 जून, 2001

का. आ. 1403.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 792, तारीख 3 अप्रैल, 2000 द्वारा, तमिलनाडु राज्य में चेन्नई से निरुच्चिरापल्ली होकर मदुराई तक पेट्रोलियम उत्पादों के परिवहन के लिए पेट्रोनेट सी टी एम लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 18.04.2000 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त भूमि पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के लिए अपेक्षित है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय, सभी बिल्लिंगमों से मुक्त, पेट्रोनेट सी टी एम लिमिटेड में निहित होगा।

अनुसूची

तालूका : पोन्नंरी		जिला : तिरुचल्लूर		राज्य : तमिलनाडु	
गाँव का नाम	सर्वे सं०	उप-खण्ड सं०	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
सं० 109 एन्जेवेदिट्टपालावम्(भिया)	96	1ख	0	02	88
	96	2क	0	07	53
	96	2ख	0	01	65
	166	2	0	00	54
	167	1	0	00	40
	190	3	0	05	04
	192	.	0	08	28
	188	1क1	0	02	88
	188	2क	0	00	40

[सं. आर-31015/16/2000-ओ. आर. I]

एस. चन्द्रशेखर, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 18th June, 2001

S. O. 1403.— Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 792 dated the 3rd April 2000 issued under sub section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum products from Chennai to Madurai via Tiruchirapalli in the State of Tamil Nadu by Petronet CTM Limited.

And whereas, copies of the said notifications were made available to the public on 18.04.2000.

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the said lands are required for laying of the pipeline for the transport of petroleum products;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Petronet CTM Limited, free from all encumbrances.

SCHEDULE

Taluk : Ponneri		District : Tiruvallur		State : Tamil Nadu	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
No.109 ERUMAIVETTIPALAYAM(NEW)	96	1B	0	02	88
	96	2A	0	07	53
	96	2B	0	01	65
	166	2	0	00	54
	167	1	0	00	40
	190	3	0	05	04
	192	-	0	08	28
	188	1A1	0	02	88
	188	2A	0	00	40

[No. R-31015/16/2000 OR-I]
S. CHANDRASEKHAR. Under Secy

नई दिल्ली, 18 जून, 2001

क्रा. आ. 1404.— .. केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि तमिलनाडु राज्य में चेन्नई से मदुराई तक पेट्रोलियम उत्पादों के परिवहन के लिए, इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा चेन्नई—तिरुच्चि—मदुराई पाइपलाइन परियोजना के क्रियान्वयन के लिए, पेट्रोनेट सी.टी.एम लिमिटेड की ओर से पाइपलाइन बिछाई जानी चाहिए;

और यह प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए उस भूमि में जिसके नीचे पाइपलाइन बिछाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस ताराख स, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि में उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के प्रति लिखित रूप में आक्षेप श्री आर. वज्रवेलू, सक्षम प्राधिकारी, पेट्रोनेट सी टी.एम लिमिटेड, चेन्नई—तिरुचि—मदुराई उत्पाद पाइपलाइन परियोजना, 4/2, क्राफोर्ड कॉलोनी, तिरुचिरापल्ली-620012 को कर सकेगा।

अनुसूची

तालूका : तिरुचल्लूर		जिला : तिरुचल्लूर		राज्य : तमिलनाडु		
गाँव का नाम	सर्वे सं०	उप-खण्ड सं०	क्षेत्रफल			
			हेक्टर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
सं० 136 तोडुकाडु	99	14	0	01	75	

तालूका : मदुरादगम्		जिला : कांचीपुरम्		राज्य : तमिलनाडु		
गाँव का नाम	सर्वे सं०	उप-खण्ड सं०	क्षेत्रफल			
			हेक्टर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
सं० 16 चित्तानूर	93	1ग	0	10	88	

[सं. आर.-25011/7/2001-ओ. आर. I]

एस. चन्द्रशेखर, अवर सचिव

New Delhi, the 18th June, 2001

S. O. 1404.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Chennai to Madurai in the State of Tamil nadu, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Chennai - Trichy - Madurai pipeline project (on behalf of Petronet CTM Limited);

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or the laying of pipeline under the land to Shri R. Vajravelu, Competent Authority, Petronet CTM Limited, Chennai-Trichy-Madurai Product Pipeline Project, 4/2, Crawford Colony, Tiruchirapalli-620 012, Tamil Nadu

SCHEDULE

Taluk : Tiruvallur		District : Tiruvallur		State : Tamil Nadu		
Name of the Village	Survey no.	Sub-Division no.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
No.136 THODUKADU	99	14	0	01	75	

Taluk : Madurantakam		District : Kanchipuram		State : Tamil Nadu		
Name of the Village	Survey no.	Sub-Division no.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
No.16.CHITHAMUR	93	1C	0	10	88	

[No.R-25011/7/2001 OR-I]
S. CHANDRASEKHAR. Under Secy

नई दिल्ली, 19 जून, 2001

का. आ. 1405.— केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि "ऑगमेंटेशन ऑफ विरमगाम - चाकसू, चाकसू - पानीपत और चाकसू - मथुरा सेक्शन ऑफ सलाया - मथुरा पाइपलाइन सिस्टम" के लिए गुजरात राज्य में विरमगाम से राजस्थान राज्य में चाकसू खण्ड तक अपरिष्कृत तेल के परिवहन के लिए, इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और यह प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि में उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के प्रति लिखित रूप में आक्षेप श्री आर. एम. पट्टण, सक्षम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग), पो.ब्लॉक, 4, डाकघर विरमगाम, जिला-अहमदाबाद, गुजरात-382150, के समक्ष प्रस्तुत कर सकेगा।

अनुसूची

तालूका : पाटण		जिला : पाटण		राज्य : गुजरात	
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
मणुब	2230		0	13	09
	2231		0	11	30
	2289		0	05	49
	2288		0	01	61
	2287		0	00	74
	2286		0	08	34
	2285		0	06	65
	2284		0	01	03
	2283		0	12	80
	2281		0	12	46
	2280		0	08	55
	2273		0	09	61
	2274		0	00	74
	2110		0	09	61
	2108		0	10	56
	2059		0	18	06
	2125		0	06	02
	2126	1	0	07	08
	2126		0	06	71
	2127		0	00	20
	2042		0	04	01
	2041		0	06	55
	2043		0	09	13
	2044		0	06	23
	2036	1	0	00	20
	2036		0	09	61
	2008		0	08	98
	2009		0	03	85
	2007		0	05	52
	1853		0	00	29
	1852		0	08	98
	1854	2	0	08	81
	1854	1	0	00	48
	1849		0	09	40

1	2	3	4	5	6
	1848		0	04	23
	1832		0	09	77
	1833		0	04	54
	1834		0	00	55
	1835		0	12	80
	1773		0	08	65
	1770		0	06	28
	1776	1	0	03	80
	1776	2	0	05	49
	1768		0	08	05
	1759		0	03	64
	1758		0	04	60
	1743		0	07	08
	1741		0	04	75
	1740		0	03	17
	1649		0	08	55
	1651		0	08	29
	1609		0	10	03
	1608		0	05	81
	1606		0	07	81
	1605		0	04	44
	1664		0	01	06
	1665		0	09	35
	1663		0	05	28
	1667		0	05	70
	1712		0	06	91
	1713		0	00	48
हामही	454		0	06	55
	453		0	08	24
	452		0	02	06
	456		0	03	64
	457		0	13	72
	458		0	00	32
	575		0	00	20
	573		0	02	85
	513		0	07	29

1	2	3	4	5	6
	514		0	07	81
	511		0	07	92
	516		0	11	30
	518		0	03	69
	510		0	05	07
	503		0	06	55
	502		0	11	46
	307		0	06	39
	308		0	08	61
	309		0	10	35
	313		0	01	18
	310		0	22	15
	316		0	06	55
	317		0	06	81
	261		0	05	28
	268		0	07	05
	269		0	10	77
	270		0	04	12
	256		0	09	03
	255		0	07	71
	254		0	16	79
उवादी	337		0	07	86
	336		0	05	33
	339		0	10	22
	341		0	02	63
	887		0	05	29
	342		0	00	20
	362		0	00	69
	361		0	07	97
	380		0	05	28
	360		0	03	17
	381		0	01	48
	382		0	12	51
	383		0	02	06
	392		0	01	91
	389		0	09	26

1	2	3	4	5	6
	390		0	00	20
	412		0	02	32
	413		0	03	13
	414		0	03	71
	415		0	01	00
	416		0	12	45
	501		0	50	90
कणी	167		0	00	20
	166		0	08	34
	164		0	13	93
	165		0	00	28
	130		0	05	47
	131		0	06	34
	132		0	07	55
	127		0	04	65
	133		0	10	19
	105		0	11	09
	104		0	05	56
	97		0	05	54
	99		0	03	48
	101		0	03	22
	83		0	11	30
	84		0	07	76
	78		0	08	61
	79		0	01	18
	76		0	13	93
	75		0	00	55

[सं. आर.-25011/10/2001-ओ. आर. I]

एस. चन्द्रशेखर, अवसर सचिव

New Delhi, the 19th June, 2001

S. O. 1405.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the State of Gujarat to Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150

SCHEDULE

Taluka : PATAN		District : PATAN		State : GUJARAT	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
MANUND	2230		0	13	09
	2231		0	11	30
	2289		0	05	49
	2288		0	01	61
	2287		0	00	74
	2286		0	08	34
	2285		0	06	65
	2284		0	01	03
	2283		0	12	80
	2281		0	12	46
	2280		0	08	55
	2273		0	09	61
	2274		0	00	74
	2110		0	09	61
	2108		0	10	56
	2059		0	18	06
	2125		0	06	02
	2126	1	0	07	08
	2126		0	06	71
	2127		0	00	20
	2042		0	04	01
	2041		0	06	55
	2043		0	09	13
	2044		0	06	23
	2036	1	0	00	20
	2036		0	09	61
	2008		0	08	98
	2009		0	03	85
	2007		0	05	52
	1853		0	00	29
	1852		0	08	98
	1854	2	0	08	81
	1854	1	0	00	48
	1849		0	09	40

1	2	3	4	5	6
	1848		0	04	23
	1832		0	09	77
	1833		0	04	54
	1834		0	00	55
	1835		0	12	80
	1773		0	08	65
	1770		0	06	28
	1776	1	0	03	80
	1776	2	0	05	49
	1768		0	08	05
	1759		0	03	64
	1758		0	04	60
	1743		0	07	08
	1741		0	04	75
	1740		0	03	17
	1649		0	08	55
	1651		0	08	29
	1609		0	10	03
	1608		0	05	81
	1606		0	07	81
	1605		0	04	44
	1664		0	01	06
	1665		0	09	35
	1663		0	05	28
	1667		0	05	70
	1712		0	06	91
	1713		0	00	48
	454		0	06	55
	453		0	08	24
	452		0	02	06
	456		0	03	64
	457		0	13	72
	458		0	00	32
	575		0	00	20
	573		0	02	85
	513		0	07	29

DABHDI

1	2	3	4	5	6
	514		0	07	81
	511		0	07	92
	516		0	11	30
	518		0	03	69
	510		0	05	07
	503		0	06	55
	502		0	11	48
	307		0	08	39
	308		0	08	61
	309		0	10	35
	313		0	01	18
	310		0	22	15
	316		0	06	55
	317		0	06	81
	261		0	05	28
	268		0	07	05
	269		0	10	77
	270		0	04	12
	256		0	09	03
	255		0	07	71
	254		0	16	79
RUVAVI	337		0	07	86
	336		0	05	33
	339		0	10	22
	341		0	02	63
	887		0	05	29
	342		0	00	20
	362		0	00	69
	361		0	07	97
	380		0	05	28
	360		0	03	17
	381		0	01	48
	382		0	12	51
	383		0	02	08
	392		0	01	91
	389		0	09	26

1	2	3	4	5	6
	390		0	00	20
	412		0	02	32
	413		0	03	13
	414		0	03	71
	415		0	01	00
	416		0	12	45
	501		0	50	90
KANI	167		0	00	20
	168		0	08	34
	164		0	13	93
	165		0	00	28
	130		0	05	47
	131		0	06	34
	132		0	07	55
	127		0	04	65
	133		0	10	19
	105		0	11	09
	104		0	05	56
	97		0	05	54
	99		0	03	48
	101		0	03	22
	83		0	11	30
	84		0	07	76
	78		0	08	61
	79		0	01	18
	76		0	13	93
	75		0	00	55

[No. R-25011/10/2001 OR-I]
S. CHANDRASEKHAR, Under Secy.

का. आ. 1406.— केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि “ऑगमेंटेशन ऑफ विरमगाम — चाकसू, चाकसू — पानीपत और चाकसू — मथुरा सेक्शन ऑफ सलाया — मथुरा पाइपलाइन सिस्टम” के लिए गुजरात राज्य में विरमगाम से राजस्थान राज्य में चाकसू खण्ड तक अपरिष्कृत तेल के परिवहन के लिए, इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और यह प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि में उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के प्रति लिखित रूप में आक्षेप श्री आर. एम. पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग), पो.ब.सं.4, डाकघर विरमगाम, जिला—अहमदाबाद, गुजरात—382150, के समक्ष प्रस्तुत कर सकेगा।

अनुसूची

तालूका : धाणस्ना		जिला : पाटण		राज्य : गुजरात		
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल			
			हेक्टर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
सुणसर	914		0	12	72	
	866		0	05	91	
	865		0	05	49	
	864		0	03	13	
	869		0	03	08	
	870		0	11	19	
	871		0	03	80	
	872		0	09	50	
	873	1	0	00	86	
	855		0	08	66	
	853		0	02	82	
	854		0	06	09	
	878		0	12	28	
	843		0	13	43	
	837		0	10	35	
	796		0	06	31	
	797		0	02	14	
	798		0	13	31	
	800		0	13	62	
	803		0	07	58	
	567	1	0	02	64	
	567	2	0	07	87	
	569		0	08	66	
	570		0	08	19	
	565		0	00	26	
	564		0	08	12	
	544		0	26	50	
	543		0	17	54	
	धीणोज	576		0	06	52
		574		0	08	66
		573		0	03	22
		566		0	02	01

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1	2	3	4	5	6
	568		0	19	22
	934		0	02	01
	935		0	22	67
	924		0	06	66
	925		0	03	17
	923		0	03	37
	922		0	03	17
	921		0	06	02
	902		0	05	60
	901		0	00	63
	900		0	06	16
	899		0	06	50
	898		0	02	43
	800		0	09	32
	799		0	04	88
	798		0	04	86
	795		0	00	20
	796		0	02	28
	794		0	01	95
	793		0	06	34
	720		0	09	52
	717		0	07	92
	714		0	10	77
	713		0	09	21
	712		0	00	20
	2816		0	09	53
	2815	३पी	0	01	61
	2827		0	39	84
	2828		0	00	20
	2837		0	22	67
	2838		0	23	06
	2839		0	16	43
दाणोदरखा	101		0	11	01
	98		0	00	81
	81		0	02	31
	82		0	07	29
	95		0	07	85
	94		0	06	61
	93		0	03	14

1	2	3	4	5	6
	91	1	0	01	68
	91	2	0	02	94
	92		0	01	68
	22		0	01	52
	20		0	02	70
	19		0	03	17
	18		0	03	37
	299	1	0	03	54
	300		0	02	52
	302		0	10	93
	303		0	00	63
	304		0	04	55
	305		0	04	70
	307		0	03	77
	596		0	00	20
	595		0	04	25
	637		0	06	94
	636		0	08	13
	638		0	00	45
	642	1	0	11	13
	642	2	0	02	20
	643		0	06	64
	648	3	0	05	06
	648	1	0	05	17
	647		0	01	24
	648	2	0	00	30
	650	2	0	02	96
	650	1	0	06	28
	651		0	03	80
	652		0	06	10
मुलथाणीया	14	1	0	01	18
	13		0	07	05
	12		0	06	47
	22		0	02	14
	21		0	07	70
	34		0	02	57
	23		0	03	18
	33		0	04	00
	30		0	04	05

1	2	3	4	5	6
	32		0	00	70
	31		0	07	34
	48		0	09	14
	50		0	00	65
	54		0	00	20
	55		0	03	96
	56		0	03	75
	59	1	0	04	01
	59	2	0	00	20
	61		0	02	00
	60		0	04	78
	64		0	07	97
	117		0	00	20
	65		0	05	34
	66		0	00	20
	99		0	03	48
	98		0	00	20
	100		0	07	16
	101		0	09	64
	104		0	05	67
	103		0	02	44
	108	1	0	07	41
	108		0	00	64
पलासर	821		0	07	34
	822		0	06	67
	823		0	01	82
	831		0	06	76
	830		0	07	60
	840		0	07	60
	849		0	08	40
	850		0	00	20
	854		0	02	53
	852		0	02	13
	853		0	05	15
	855		0	04	13
	856		0	00	36
	10		0	10	98
	9		0	05	91

1	2	3	4	5	6
	8		0	07	34
	17		0	00	20
	25		0	08	45
	26		0	00	20
	24		0	00	92
	23		0	10	50
	20		0	01	04
	22		0	04	37
	21		0	09	88
सेलावी	224		0	01	83
	223		0	10	48
	221		0	00	30
	222		0	15	31
	242		0	00	79
	215		0	08	71
	214		0	07	98
	213		0	07	40
	135		0	07	06
	136		0	04	32
	137		0	00	40
	134		0	00	20
	138		0	15	01
	107		0	08	31
	109		0	03	46
	105		0	08	12
	104		0	05	17
	93		0	01	61
	94		0	08	66

[सं. आर.-25011/9/2001-ओ. आर. I]

एस. चन्द्रशेखर, अवर सचिव

New Delhi, the 19th June, 2001

S. O. 1406.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the State of Gujarat to Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited. (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150

SCHEDULE

Taluka : CHANASMA		District : PATAN		State : GUJARAT		
Name of the Village	Survey no	Sub-Division no	Area			
			Hectare	Are	Sq mtr	
1	2	3	4	5	6	
SUNSAR	914		0	12	72	
	866		0	05	91	
	865		0	05	49	
	864		0	03	13	
	869		0	03	08	
	870		0	11	19	
	871		0	03	80	
	872		0	09	50	
	873	1	0	00	86	
	855		0	08	66	
	853		0	02	82	
	854		0	06	09	
	878		0	12	28	
	843		0	13	43	
	837		0	10	35	
	796		0	06	31	
	797		0	02	14	
	798		0	13	31	
	800		0	13	62	
	803		0	07	58	
	567	1	0	02	64	
	567	2	0	07	87	
	569		0	08	66	
	570		0	08	19	
	565		0	00	26	
	564		0	08	12	
	544		0	26	50	
	543		0	17	54	
DHINOJ	576		0	06	52	
	574		0	08	66	
	573		0	03	22	
	566		0	02	01	

1	2	3	4	5	6
	568		0	19	22
	934		0	02	01
	935		0	22	67
	924		0	06	66
	925		0	03	17
	923		0	03	37
	922		0	03	17
	921		0	06	02
	902		0	05	60
	901		0	00	63
	900		0	06	16
	899		0	06	50
	898		0	02	43
	800		0	09	32
	799		0	04	88
	798		0	04	86
	795		0	00	20
	796		0	02	28
	794		0	01	95
	793		0	06	34
	720		0	09	52
	717		0	07	92
	714		0	10	77
	713		0	09	21
	712		0	00	20
	2816		0	09	53
	2815	3P	0	01	61
	2827		0	39	84
	2828		0	00	20
	2837		0	22	67
	2838		0	23	06
	2839		0	16	43
	101		0	11	01
DANODARDA	98		0	00	81
	81		0	02	31
	82		0	07	29
	95		0	07	85
	94		0	06	61
	93		0	03	14

1	2	3	4	5	6
	91	1	0	01	68
	91	2	0	02	94
	92		0	01	68
	22		0	01	52
	20		0	02	70
	19		0	03	17
	18		0	03	37
	299	1	0	03	54
	300		0	02	52
	302		0	10	93
	303		0	00	63
	304		0	04	55
	305		0	04	70
	307		0	03	77
	596		0	00	20
	595		0	04	25
	637		0	06	94
	636		0	08	13
	638		0	00	45
	642	1	0	11	13
	642	2	0	02	20
	643		0	06	64
	648	3	0	05	06
	648	1	0	05	17
	647		0	01	24
	648	2	0	00	30
	650	2	0	02	96
	650	1	0	06	28
	651		0	03	80
	652		0	06	10
MULTHANIYA	14	1	0	01	18
	13		0	07	05
	12		0	06	47
	22		0	02	14
	21		0	07	70
	34		0	02	57
	23		0	03	18
	33		0	04	00
	30		0	04	05

1	2	3	4	5	6
	32		0	00	70
	31		0	07	34
	48		0	09	14
	50		0	00	65
	54		0	00	20
	55		0	03	96
	56		0	03	75
	59	1	0	04	01
	59	2	0	00	20
	61		0	02	00
	60		0	04	78
	64		0	07	97
	117		0	00	20
	65		0	05	34
	66		0	00	20
	99		0	03	48
	98		0	00	20
	100		0	07	16
	101		0	09	64
	104		0	05	67
	103		0	02	44
	108	1	0	07	41
	108		0	00	64
PALASAR	821		0	07	34
	822		0	06	67
	823		0	01	82
	831		0	06	76
	830		0	07	60
	840		0	07	60
	849		0	08	40
	850		0	00	20
	854		0	02	53
	852		0	02	13
	853		0	05	15
	855		0	04	13
	856		0	00	36
	10		0	10	98
	9		0	05	91

1	2	3	4	5	6
	8		0	07	34
	17		0	00	20
	25		0	08	45
	26		0	00	20
	24		0	00	92
	23		0	10	50
	20		0	01	04
	22		0	04	37
	21		0	09	88
SELAVI	224		0	01	83
	223		0	10	48
	221		0	00	30
	222		0	15	31
	242		0	00	79
	215		0	08	71
	214		0	07	98
	213		0	07	40
	135		0	07	06
	136		0	04	32
	137		0	00	40
	134		0	00	20
	138		0	15	01
	107		0	08	31
	109		0	03	46
	105		0	05	12
	104		0	05	17
	93		0	01	61
	94		0	08	66

[No R-25011/9/2001 OR-I]
S CHANDRASEKHAR Under Secy

नई दिल्ली, 19 जून, 2001

का. आ. 1407.— केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि "ऑगमेंटेशन ऑफ विरमगाम — चाकसू चाकसू — पानीपत और चाकसू — मथुरा सेक्शन ऑफ सलाया — मथुरा पाइपलाइन सिस्टम" के लिए गुजरात राज्य में विरमगाम से राजस्थान राज्य में चाकसू खण्ड तक अपरिष्कृत तेल के परिवहन के लिए, इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और यह प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है,

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से, जिसको भारत के राष्ट्रपति ने यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि में उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के प्रति लिखित रूप में आक्षेप श्री आर. एम. पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग), पो.ब्लॉक 4, डाकघर विरमगाम, जिला-अहमदाबाद, गुजरात-382150, के समक्ष प्रस्तुत कर सकेगा।

अनुसूची

तालूका : उझा		जिला : महेंद्रगढ़		राज्य : गुजरात	
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
डाभी	348		0	11	33
	339		0	08	31
	344		0	02	72
	340		0	07	13
	342		0	01	88
	341		0	05	84
	268		0	11	58
	267		0	06	74
	274		0	11	40
	245		0	06	44
	239		0	07	56
	240		0	10	67
	220		0	04	95
	159		0	10	17
	160		0	05	16
	147		0	00	69
	146		0	14	15
	144		0	09	10
	145		0	03	88
	141		0	06	08
	140		0	07	87
	97		0	01	11
	103		0	12	25
	105		0	11	72
सुणोक	174	1	0	00	20
	174	2	0	03	38
	175		0	06	75
	176	1	0	01	74
	171		0	04	59
	169		0	07	34
	178		0	12	90

1	2	3	4	5	6
	167		0	01	02
	268		0	06	76
	269		0	06	84
	270		0	05	39
	271		0	01	46
	237		0	07	13
	236		0	01	20
	235	1	0	04	91
	235	2	0	04	77
	234		0	00	20
	233		0	07	44
	232		0	06	28
	327		0	11	71
	328		0	02	73
	329		0	05	39
	330		0	06	02
	332		0	01	74
	336		0	04	44
	337		0	02	11
	338		0	04	91
	345		0	18	80
	348		0	08	76
	349		0	04	22
	350		0	06	16
	358		0	01	33
दुआंघ	797		0	02	99
	798		0	06	55
	799		0	01	29
	818		0	01	90
	817		0	09	24
	816		0	03	27
	822		0	06	76
	823		0	07	71
	824		0	00	79
	849		0	12	42

1	2	3	4	5	6
	857		0	05	31
	848		0	06	12
	870		0	06	65
	871		0	05	91
	873		0	06	65
	875		0	08	70
	874		0	00	60
	876		0	04	18
	877		0	07	18
	36		0	13	62
	43		0	05	33
	48		0	05	23
	44		0	04	17
	46		0	12	04
	57		0	06	39
	58		0	05	91
	59		0	06	31
	60	1	0	07	97
	60	2	0	03	88
	84		0	00	61
	83		0	01	55
	82		0	06	32
	79		0	11	40
	77		0	06	29
	101		0	15	47
	100		0	01	73
	120		0	00	20
	122	1	0	10	88
	123		0	00	20
	149		0	09	98
	148		0	12	30
	146		0	00	22
	147		0	16	94
	187		0	13	49
	190		0	04	33

1	2	3	4	5	6
	197	3	0	10	24
	197	2	0	16	68
	197	1	0	01	47
	196		0	06	76
वेरवाडा	734		0	11	61
	732		0	04	12
	733		0	10	14
	717		0	10	73
	716	1	0	03	86
	668		0	01	90
	666		0	07	29
	665		0	00	91
	664		0	16	77
	663		0	08	44
	660	1	0	02	17
	29		0	07	92
	30		0	05	28
	28		0	11	04
	27		0	07	16
	26		0	11	09
	25		0	11	62
	53		0	08	18
	56		0	05	23
	55		0	07	81
	51		0	07	13
	85		0	14	78
	87		0	01	27
	88		0	25	08
	161		0	04	86
	160		0	10	61
	159		0	11	04
	113		0	01	58
	138		0	21	48
	137		0	00	77
	139		0	08	54

1	2	3	4	5	6
वीसोल	140		0	08	29
	142		0	06	60
	143		0	13	99
	53		0	15	84
	54		0	00	20
	51		0	08	65
	50		0	00	20
	49		0	13	41
	47		0	08	97
	46		0	07	81
	45		0	03	85
	34		0	01	27
	35		0	10	72
	30		0	08	24
	36		0	04	06
	37		0	04	49
	28		0	11	22
	24		0	08	51
	21		0	06	97
	20		0	08	66
	19		0	09	40
	7		0	07	42
	6		0	01	48
	5		0	08	24

[सं. आर.-25011/9/2001-ओ. आर. I]

एस. चन्द्रशेखर, अवर सचिव

S. O. 1407.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the State of Gujarat to Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150

SCHEDULE

Taluka : UNJHA		District : MEHSANA		State : GUJARAT	
Name of the Village	Survey no	Sub-Division no.	Area		
			Hectare	Are	Sq mtr
1	2	3	4	5	6
DABHI	348		0	11	33
	339		0	08	31
	344		0	02	72
	340		0	07	13
	342		0	01	88
	341		0	05	84
	268		0	11	58
	267		0	06	74
	274		0	11	40
	245		0	06	44
	239		0	07	56
	240		0	10	67
	220		0	04	95
	159		0	10	17
	160		0	05	16
	147		0	00	69
	146		0	14	15
	144		0	09	10
	145		0	03	88
	141		0	06	08
	140		0	07	87
	97		0	01	11
	103		0	12	25
	105		0	11	72
SUNAK	174	1	0	00	20
	174	2	0	03	38
	175		0	06	75
	176	1	0	01	74
	171		0	04	59
	169		0	07	34
	178		0	12	90

1	2	3	4	5	6
	167		0	01	02
	268		0	06	76
	269		0	06	84
	270		0	05	39
	271		0	01	46
	237		0	07	13
	236		0	01	20
	235	1	0	04	91
	235	2	0	04	77
	234		0	00	20
	233		0	07	44
	232		0	06	28
	327		0	11	71
	328		0	02	73
	329		0	05	39
	330		0	06	02
	332		0	01	74
	336		0	04	44
	337		0	02	11
	338		0	04	91
	345		0	18	80
	348		0	08	76
	349		0	04	22
	350		0	06	16
	358		0	01	33
TUNDAV	797		0	02	99
	798		0	06	55
	799		0	01	29
	818		0	01	90
	817		0	09	24
	816		0	03	27
	822		0	06	76
	823		0	07	71
	824		0	00	79
	849		0	12	42

1	2	3	4	5	6
	857		0	05	31
	848		0	06	12
	870		0	06	65
	871		0	05	91
	873		0	06	65
	875		0	08	70
	874		0	00	60
	876		0	04	18
	877		0	07	18
	36		0	13	62
	43		0	05	33
	48		0	05	23
	44		0	04	17
	46		0	12	04
	57		0	06	39
	58		0	05	91
	59		0	06	31
	60	1	0	07	97
	60	2	0	03	88
	84		0	00	61
	83		0	01	55
	82		0	06	32
	79		0	11	40
	77		0	06	29
	101		0	15	47
	100		0	01	73
	120		0	00	20
	122	1	0	10	88
	123		0	00	20
	149		0	09	98
	148		0	12	30
	146		0	00	22
	147		0	16	94
	187		0	13	49
	190		0	04	33

1	2	3	4	5	6
	197	3	0	10	24
	197	2	0	16	68
	197	1	0	01	47
	196		0	06	76
VARVADA	734		0	11	61
	732		0	04	12
	733		0	10	14
	717		0	10	73
	716	1	0	03	86
	668		0	01	90
	666		0	07	29
	665		0	00	91
	664		0	16	77
	663		0	08	44
	660	1	0	02	17
	29		0	07	92
	30		0	05	28
	28		0	11	04
	27		0	07	16
	26		0	11	09
	25		0	11	62
	53		0	08	18
	56		0	05	23
	55		0	07	81
	51		0	07	13
	85		0	14	78
	87		0	01	27
	88		0	25	08
	161		0	04	86
	160		0	10	61
	159		0	11	04
	113		0	01	58
	138		0	21	48
	137		0	00	77
	139		0	08	54

1	2	3	4	5	6
VISOL	140		0	08	29
	142		0	06	60
	143		0	13	99
	53		0	15	84
	54		0	00	20
	51		0	08	65
	50		0	00	20
	49		0	13	41
	47		0	08	97
	46		0	07	81
	45		0	03	85
	34		0	01	27
	35		0	10	72
	30		0	08	24
	36		0	04	06
	37		0	04	49
	28		0	11	22
	24		0	08	51
	21		0	06	97
	20		0	08	66
	19		0	09	40
	7		0	07	42
	6		0	01	48
	5		0	08	24

[No R-25011/9/2001 OR-I]
S CHANDRASEKHAR, Under Secy

नई दिल्ली, 19 जून, 2001

का. आ. 1408.— केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि “ऑगमेन्टेशन ऑफ विरमगाम — चाकसू चाकसू — पानीपत और चाकसू — मथुरा सेक्शन ऑफ सलाया — मथुरा पाइपलाइन सिस्टम” के लिए गुजरात राज्य में विरमगाम से राजस्थान राज्य में चाकसू खण्ड तक अपरिष्कृत तेल के परिवहन के लिए, इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और यह प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि में उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के प्रति लिखित रूप में आक्षेप श्री आर. एम. पदगा, सक्षम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग), पो.बो.सं.4, डाकघर विरमगाम, जिला—अहमदाबाद, गुजरात—382150, के समक्ष प्रस्तुत कर सकेगा।

अनुसूची

तालूका : बेचराजी		जिला : महेंद्रगढ़		राज्य : गुजरात		
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल			
			हेक्टर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
रातेज	275		0	00	31	
	274		0	13	56	
	273		0	21	89	
	323	2	0	03	69	
	323	1	0	08	24	
	324		0	09	06	
	340	4	0	09	93	
	340	1	0	11	64	
	341		0	09	87	
	342		0	06	83	
	338		0	34	17	
	344		0	08	03	
	345		0	21	01	
	361		0	02	73	
	247	3	0	14	94	
	247	4	0	12	57	
	252		0	26	11	
	241	1	0	06	39	
	241		0	18	75	
	166		0	12	80	
	161		0	01	18	
	160		0	09	94	
	158		0	05	97	
	159		0	05	09	
	152	2	0	00	33	
	144		0	44	24	
	56		0	43	61	
	55		0	03	22	
	रुपारा	310		0	05	47
		309		0	11	96
335			0	15	52	
343			0	19	17	

1	2	3	4	5	6
	344		0	06	02
	615		0	11	25
	614	कए	0	02	22
	611		0	10	67
	603		0	15	18
	585		0	08	03
	20		0	02	75
	22		0	07	98
	24		0	15	83
	26		0	06	97
	55		0	01	11
	54		0	10	51
	53		0	02	27
	46		0	06	07
	47		0	11	09
	48		0	07	40
अंसजोल	325		0	05	62
	333		0	12	49
	328		0	13	41
	329		0	08	87
	294		0	02	24
	303		0	00	20
	306		0	16	16
	304		0	02	42
	305		0	04	42
	262		0	14	64
	91		0	03	17
	93		0	12	78
	95		0	06	50
	96		0	03	00
	97		0	05	89
	140		0	10	66
	139		0	03	38
	142		0	10	77
	143		0	06	55
	145		0	05	25
	144		0	08	14

1	2	3	4	5	6
	168		0	05	70
	169		0	03	01
	170		0	06	76
	164		0	19	85
वणपुरा	32		0	05	70
	29		0	30	25
	26		0	02	93
	25		0	04	44
	24		0	11	22
	23		0	03	14
करणसागर	235		0	40	26
	173	112	0	23	91
	173	109	0	18	43
	173	107	0	14	54
	173	106	0	05	31
	173	105	0	14	86
	173	103	0	13	36
	173	101	0	14	36
	173	99	0	16	53
	173	93	0	07	19
	173	92	0	04	28
	173	61	0	00	40
	173	60	0	00	20
जेतपुरा	89		0	02	91
	88		0	10	04
	88	1	0	11	85
	88	2	0	13	76
	87	कए	0	50	68
	87	33	0	10	64
	87	12	0	02	83
	87	13	0	02	75
	87	3	0	00	78
	87	4	0	19	52
रणेला	502		0	07	45
	501		0	16	05
	505		0	01	16

1	2	3	4	5	6
	500		0	11	33
	499		0	03	70
	497		0	02	48
	498		0	10	19
	495		0	11	04
	483		0	02	70
	442		0	03	12
	441		0	04	86
	435		0	03	78
	436		0	00	20
	439		0	06	70
	438		0	12	36
	407		0	09	92
	408		0	07	22
	404		0	04	57
	349		0	07	89
	350		0	14	76
	311		0	09	98
	310		0	11	93
	303		0	13	47
	302		0	06	86
	301		0	01	89
	297		0	09	65
	298		0	11	51
	225		0	08	98
	227		0	05	68
	229		0	13	04
	248		0	16	58
कनोड़ा	824		0	04	92
	825		0	08	01
	826		0	09	22
	819		0	09	19
	817		0	18	16
	844		0	13	15
	843		0	07	47

1	2	3	4	5	6
	845		0	04	24
	846		0	09	85
	852		0	09	27
	848		0	00	26
	851		0	06	61
	850		0	09	08
	849		0	03	48
	980		0	05	91
	983		0	08	92
	984		0	04	78
	987		0	12	09
	1003		0	01	21
	1002		0	11	25
	1000		0	08	50
	598		0	06	71
	128		0	18	06
	1183		0	09	08
	1130		0	16	68
	1133		0	07	50
	1136		0	04	27
	1138		0	10	56
	1142	3	0	08	52
	1144		0	00	27
	1152		0	25	77

[सं. आर.-25011/9/2001-ओ. आर. I]

एस. चन्द्रशेखर, अवर सचिव

New Delhi, the 19th June, 2001

S. O. 1408.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the State of Gujarat to Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150

SCHEDULE

Taluka : BECHARAJI		District : MEHSANA		State : GUJARAT	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
RANTEJ	275		0	00	31
	274		0	13	56
	273		0	21	89
	323	2	0	03	69
	323	1	0	08	24
	324		0	09	06
	340	4	0	09	93
	340	1	0	11	64
	341		0	09	87
	342		0	06	83
	338		0	34	17
	344		0	08	03
	345		0	21	01
	361		0	02	73
	247	3	0	14	94
	247	4	0	12	57
	252		0	26	11
	241	1	0	06	39
	241		0	18	75
	166		0	12	80
	161		0	01	18
	160		0	09	94
	158		0	05	97
	159		0	05	09
	152	2	0	00	33
	144		0	44	24
	56		0	43	61
	55		0	03	22
RUPPURA	310		0	05	47
	309		0	11	96
	335		0	15	52
	343		0	19	17

1	2	3	4	5	6
	344		0	06	02
	615		0	11	25
	614	A	0	02	22
	611		0	10	67
	603		0	15	18
	585		0	08	03
	20		0	02	75
	22		0	07	98
	24		0	15	83
	26		0	06	97
	55		0	01	11
	54		0	10	51
	53		0	02	27
	46		0	06	07
	47		0	11	09
	48		0	07	40
ANSJOL	325		0	05	62
	333		0	12	49
	328		0	13	41
	329		0	08	87
	294		0	02	24
	303		0	00	20
	306		0	16	16
	304		0	02	42
	305		0	04	42
	262		0	14	64
	91		0	03	17
	93		0	12	78
	95		0	06	50
	96		0	03	00
	97		0	05	89
	140		0	10	66
	139		0	03	38
	142		0	10	77
	143		0	06	55
	145		0	05	25
	144		0	08	14

1	2	3	4	5	6
	168		0	05	70
	169		0	03	01
	170		0	06	76
	164		0	19	85
VANPURA	32		0	05	70
	29		0	30	25
	26		0	02	93
	25		0	04	44
	24		0	11	22
	23		0	03	14
KARANSAGAR	235		0	40	26
	173	112	0	23	91
	173	109	0	18	43
	173	107	0	14	54
	173	106	0	05	31
	173	105	0	14	86
	173	103	0	13	36
	173	101	0	14	36
	173	99	0	16	53
	173	93	0	07	19
	173	92	0	04	28
	173	61	0	00	40
	173	60	0	00	20
JETPURA	89		0	02	91
	88		0	10	04
	88	1	0	11	85
	88	2	0	13	76
	87	A	0	50	68
	87	33	0	10	64
	87	12	0	02	83
	87	13	0	02	75
	87	3	0	00	78
	87	4	0	19	52
RANELA	502		0	07	45
	501		0	16	05
	505		0	01	16

1	2	3	4	5	6
	500		0	11	33
	499		0	03	70
	497		0	02	48
	498		0	10	19
	495		0	11	04
	483		0	02	70
	442		0	03	12
	441		0	04	86
	435		0	03	78
	436		0	00	20
	439		0	06	70
	438		0	12	36
	407		0	09	92
	408		0	07	22
	404		0	04	57
	349		0	07	89
	350		0	14	76
	311		0	09	98
	310		0	11	93
	303		0	13	47
	302		0	06	86
	301		0	01	89
	297		0	09	65
	298		0	11	51
	225		0	08	98
	227		0	05	68
	229		0	13	04
	248		0	16	58
KANODA	824		0	04	92
	825		0	08	01
	826		0	09	22
	819		0	09	19
	817		0	18	16
	844		0	13	15
	843		0	07	47

1	2	3	4	5	6
	845		0	04	24
	846		0	09	85
	852		0	09	27
	848		0	00	26
	851		0	06	61
	850		0	09	08
	849		0	03	48
	980		0	05	91
	983		0	08	92
	984		0	04	78
	987		0	12	09
	1003		0	01	21
	1002		0	11	25
	1000		0	08	50
	998		0	06	71
	128		0	18	06
	1183		0	09	08
	1130		0	16	68
	1133		0	07	50
	1136		0	04	27
	1138		0	10	56
	1142	3	0	08	52
	1144		0	00	27
	1152		0	25	77

[No. R-25011/9/2001 OR-I]
S. CHANDRASEKHAR, Under Secy

नई दिल्ली, 19 जून, 2001

का. आ. 1409.— केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि “ऑगमेंटेशन ऑफ विरमगाम — चाकसू चाकसू — पानीपत और चाकसू — मथुरा सेक्शन ऑफ सलाया — मथुरा पाइपलाइन सिस्टम” के लिए गुजरात राज्य में विरमगाम से राजस्थान राज्य में चाकसू खण्ड तक अपरिष्कृत तेल के परिगहन के लिए, इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और यह प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि में उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के प्रति लिखित रूप में आक्षेप श्री आर. एम. पट्ट्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग), पो.नं.सं.4, डाकघर विरमगाम, जिला—अहमदाबाद, गुजरात—382150, के समक्ष प्रस्तुत कर सकेगा।

અનુસૂચી

તાલૂકા : મહેસાણા		જિલા : મહેસાણા		રાજ્ય : ગુજરાત	
ગાँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
રામપુરા (કર્ડેસન)	491		0	25	68
	492		0	00	20
	511		0	12	55
	512		0	18	73
	513		0	10	62
	514		0	08	22
	515		0	07	57
	517		0	08	60
	520		0	07	93
	521		0	10	89
	522		0	09	36
	નાકાસા	1169		0	14
1168			0	15	90
પલાજ	1104		0	07	41
	1106		0	25	42
	1107		0	08	39
	1108		0	29	79
	1110		0	03	71
	1130		0	29	98
	1131		0	22	26
	1150		0	00	20
	1149		0	34	69
	1148		0	15	46
	1147		0	13	83
	1146		0	00	20
	1192		0	20	64
	1191		0	17	81
	1187		0	05	12
	1189		0	05	18
	1188		0	15	59
	1172		0	00	20
1173		0	07	51	
1174		0	07	61	

[સં. આર.-25011/9/2001 ઓ. આર. 1]

અમ. ચન્દ્રશેખર, અધ્યક્ષ મંત્રી

New Delhi, the 19th June, 2001

S. O. 1409.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the State of Gujarat to Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150

SCHEDULE

Taluka : MEHSANA		District : MEHSANA		State : GUJARAT	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
RAMPURA (KATOSAN)	491		0	25	68
	492		0	00	20
	511		0	12	55
	512		0	18	73
	513		0	10	62
	514		0	08	22
	515		0	07	57
	517		0	08	60
	520		0	07	93
	521		0	10	89
	522		0	09	36
NADASA	1169		0	14	98
	1168		0	15	90
PALAJ	1104		0	07	41
	1106		0	25	42
	1107		0	08	39
	1108		0	29	79
	1110		0	03	71
	1130		0	29	98
	1131		0	22	26
	1150		0	00	20
	1149		0	34	69
	1148		0	15	46
	1147		0	13	83
	1146		0	00	20
	1192		0	20	64
	1191		0	17	81
	1187		0	05	12
	1189		0	05	18
	1188		0	15	59
	1172		0	00	20
	1173		0	07	51
	1174		0	07	61

[No R-25011/9/2001 OR-I]
S CHANDRASEKHAR, Under Secy

नई दिल्ली, 19 जून, 2001

का. आ. 1410.— .. केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि “ऑगमेंटेशन ऑफ विरमगाम — चाकसू, चाकसू — पानीपत और चाकसू — मथुरा सेक्शन ऑफ सलाया — मथुरा पाइपलाइन सिस्टम” के लिए गुजरात राज्य में विरमगाम से राजस्थान राज्य में चाकसू खण्ड तक अपरिष्कृत तेल के परिवहन के लिए, इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और यह प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि में उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के प्रति लिखित रूप में आक्षेप श्री आर. एम. पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग), पो.बो.सं.4, डाकघर विरमगाम, जिला-अहमदाबाद, गुजरात-382150, के समक्ष प्रस्तुत कर सकेगा।

अनुसूची

तालूका : देम्रोज रामपुरा		जिला : अहमदाबाद		राज्य : गुजरात		
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल			
			हेक्टर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
अद्यार (अशोकनगर)	104		0	19	56	
	97		0	06	47	
	96		0	21	79	
	95		0	25	35	
	94		0	30	97	
	बोसका	304		0	24	05
		305		0	12	26
		307		0	15	86
		308		0	31	09
		309		0	26	82
		310		0	24	24
		41		0	08	20
		39		0	09	89
		37		0	05	70
		34		0	01	96
		33		0	06	81
		32		0	19	60
		30		0	17	82
		28		0	29	82
		26		0	21	03
25			0	17	11	
64			0	28	99	
65			0	02	59	
67			0	16	59	
71			0	10	07	
68		0	04	99		
69		0	24	83		
70		0	00	20		
77		0	14	97		
भंकोडा	259		0	04	96	
	258		0	15	17	
	261		0	12	83	
	262		0	17	01	
	280		0	00	45	

1	2	3	4	5	6
	264		0	40	63
	266		0	17	29
	270		0	32	17
	268		0	05	19
	269		0	17	75
	216		0	22	90
	217		0	11	84
	215		0	18	18
	211		0	00	20
	196		0	12	79
	193		0	40	45
	134		0	05	70
रामपुरा	239		0	15	06
	242		0	43	30
	243		0	24	08
	245		0	00	27
	246		0	00	47
	248		0	27	72
	253		0	39	03
	254		0	28	41
	286		0	31	52
	288		0	18	27
	289		0	25	30
	415		0	00	20
	414		0	18	41
	291		0	31	48
	293		0	24	12
	294		0	12	47
	307		0	11	58
	306		0	09	65
	305		0	29	37
	302		0	24	76
	352		0	32	75
	353		0	28	78
	377		0	18	42
	376		0	26	37
	375		0	28	64
कांझ	811		0	25	66
	810		0	27	80

1	2	3	4	5	6
	809		0	23	17
	801		0	03	91
	802		0	21	12
	800		0	14	17
	772		0	12	09
	796		0	00	20
	797		0	23	23
	794		0	21	83
	793		0	05	79
	792		0	25	75
सदातपरा	287		0	26	02
	286		0	27	10
	292		0	16	04
	293		0	55	42
	281		0	11	76
	298		0	67	46
	299		0	01	80
	297		0	00	61
	301		0	01	10
	300		0	13	78
	302		0	22	90
	304		0	16	75
	307		0	21	74
	306		0	02	14
	362		0	52	30
	361		0	01	72
	364		0	00	41
	365		0	19	60
	234		0	04	23
	233		0	43	78
	236		0	36	00
	221		0	17	64
	220		0	27	18
	219		0	00	20
	218		0	29	58
	217		0	34	75
देकावाड़ा	623		0	22	46
	67	25	0	50	33
	67	27	0	05	00

1	2	3	4	5	6
	124		0	00	55
	123		0	01	40
	122		0	00	20
	121		0	09	88
	119		0	07	06
	113		0	08	54
	114		0	34	39
	111		0	32	16
	109		0	46	33
	103		0	27	09
	101		0	00	20
	178		0	00	20
	180		0	19	43
	183		0	50	21
	321		0	07	31
	320		0	00	20
	325		0	11	94
	326		0	08	76
	435		0	00	40
	433		0	01	25
	327		0	00	20
	432		0	07	06
	621		0	10	07
	619		0	23	26
	429		0	17	90
	428		0	25	13
	415		0	17	03
	414		0	11	40
	413		0	13	65
	418		0	00	20
	412		0	05	67
	380		0	26	84
	379		0	21	58
	375		0	15	31
	616		0	09	93
	381		0	39	87
	383		0	00	38
	368		0	39	44
	369		1	01	08
	364		0	13	90

1	2	3	4	5	6
गमानपुरा	88		0	19	25
नदीशाला	273		0	30	29
	287		0	15	38
	271		0	09	26
	292		0	11	22
	288		0	01	32
	290		0	14	46
	291		0	02	67
	301		0	19	71
	300		0	08	91
	299		0	21	23
	298		0	23	05
	309		0	27	80
	310		0	17	45
	312		0	09	70
	313		0	18	35
छदातल	52		0	06	86
	51		0	26	55
	53		0	25	84
	35		0	19	96
	36		0	28	60
	34		0	00	20
	37		0	00	30
	38		0	34	84
	31		0	21	03
	109		0	09	98
	29		0	09	98
	110		0	27	18
	114		0	13	54
	115		0	19	07
	487		0	01	45
	488		0	16	13
	489		0	17	72
	624		0	34	93
	622		0	27	80
	638		0	00	20
	639		0	19	87

1	2	3	4	5	6
	619		0	21	92
	618		0	20	49
	616		0	23	34
	617		0	00	20
	615		0	23	52
	614		0	25	13
	613		0	20	49
	647		0	20	04
	649		0	01	57
	590		0	00	20
	591		0	11	86
	557		0	15	68
	558		0	07	21
	559		0	14	86
डाभसर	209		0	12	14
	223		0	00	20
	213		0	16	61
	212		0	07	95
	151	2	0	02	82
	151	1	0	12	32
	136		0	14	00
	153		0	03	16
	155		0	10	56
	156		0	06	43
	157		0	06	26
	158		0	08	77
	159		0	05	01

[सं. आर.-25011/9/2001-ओ. आर 1]

एस. चन्द्रशेखर, अवर सचिव

New Delhi, the 19th June, 2001

S. O. 1410.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the State of Gujarat to Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150

SCHEDULE

Taluka : DETROJ RAMPURA		District : AHMEDABAD		State : GUJARAT	
Name of the Village	Survey no	Sub-Division no	Area		
			Hectare	Are	Sq mtr
1	2	3	4	5	6
AGHAR(ASHOK NAGAR)	104		0	19	56
	97		0	06	47
	96		0	21	79
	95		0	25	35
	94		0	30	97
BASKA	304		0	24	05
	305		0	12	26
	307		0	15	86
	308		0	31	09
	309		0	26	82
	310		0	24	24
	41		0	08	20
	39		0	09	89
	37		0	05	70
	34		0	01	96
	33		0	06	81
	32		0	19	60
	30		0	17	82
	28		0	29	82
	26		0	21	03
	25		0	17	11
	64		0	28	99
	65		0	02	59
	67		0	16	59
	71		0	10	07
BHANKODA	68		0	04	99
	69		0	24	83
	70		0	00	20
	77		0	14	97
	259		0	04	96
	258		0	15	17
	261		0	12	83
	262		0	17	01
	280		0	00	45

1	2	3	4	5	6
	264		0	40	63
	266		0	17	29
	270		0	32	17
	268		0	05	19
	269		0	17	75
	216		0	22	90
	217		0	11	84
	215		0	18	18
	211		0	00	20
	196		0	12	79
	193		0	40	45
	134		0	05	70
RAMPURA	239		0	15	06
	242		0	43	30
	243		0	24	08
	245		0	00	27
	246		0	00	47
	248		0	27	72
	253		0	39	03
	254		0	28	41
	286		0	31	52
	288		0	18	27
	289		0	25	30
	415		0	00	20
	414		0	18	41
	291		0	31	48
	293		0	24	12
	294		0	12	47
	307		0	11	58
	306		0	09	65
	305		0	29	37
	302		0	24	76
	352		0	32	75
	353		0	28	78
	377		0	18	42
	376		0	26	37
	375		0	28	64
KANZ	811		0	25	66
	810		0	27	80

1	2	3	4	5	6
	809		0	23	17
	801		0	03	91
	802		0	21	12
	800		0	14	17
	772		0	12	09
	796		0	00	20
	797		0	23	23
	794		0	21	83
	793		0	05	79
	792		0	25	75
SADATPURA	287		0	26	02
	286		0	27	10
	292		0	16	04
	293		0	55	42
	281		0	11	76
	298		0	67	46
	299		0	01	80
	297		0	00	61
	301		0	01	10
	300		0	13	78
	302		0	22	90
	304		0	16	75
	307		0	21	74
	306		0	02	14
	362		0	52	30
	361		0	01	72
	364		0	00	41
	365		0	19	60
	234		0	04	23
	233		0	43	78
	236		0	36	00
	221		0	17	64
	220		0	27	18
	219		0	00	20
	218		0	29	58
	217		0	34	75
DEKAVARA	623		0	22	46
	67	25	0	50	33
	67	27	0	05	00

1	2	3	4	5	6
	124		0	00	55
	123		0	01	40
	122		0	00	20
	121		0	09	88
	119		0	07	06
	113		0	08	54
	114		0	34	39
	111		0	32	16
	109		0	46	33
	103		0	27	09
	101		0	00	20
	178		0	00	20
	180		0	19	43
	183		0	50	21
	321		0	07	31
	320		0	00	20
	325		0	11	94
	326		0	08	76
	435		0	00	40
	433		0	01	25
	327		0	00	20
	432		0	07	06
	621		0	10	07
	619		0	23	26
	429		0	17	90
	428		0	25	13
	415		0	17	03
	414		0	11	40
	413		0	13	65
	418		0	00	20
	412		0	05	67
	380		0	26	84
	379		0	21	58
	375		0	15	31
	616		0	09	93
	381		0	39	87
	383		0	00	38
	368		0	39	44
	369		1	01	08
	364		0	13	90

1	2	3	4	5	6
GAMANPURA	88		0	19	25
NADISHALA	273		0	30	29
	287		0	15	38
	271		0	09	26
	292		0	11	22
	288		0	01	32
	290		0	14	46
	291		0	02	67
	301		0	19	71
	300		0	08	91
	299		0	21	23
	298		0	23	05
	309		0	27	80
	310		0	17	45
	312		0	09	70
	313		0	18	35
RUDATAL	52		0	06	86
	51		0	26	55
	53		0	25	84
	35		0	19	96
	36		0	28	60
	34		0	00	20
	37		0	00	30
	38		0	34	84
	31		0	21	03
	109		0	09	98
	29		0	09	98
	110		0	27	18
	114		0	13	54
	115		0	19	07
	487		0	01	45
	488		0	16	13
	489		0	17	72
	624		0	34	93
	622		0	27	80
	638		0	00	20
	639		0	19	87

1	2	3	4	5	6
	619		0	21	92
	618		0	20	49
	616		0	23	34
	617		0	00	20
	615		0	23	52
	614		0	25	13
	613		0	20	49
	647		0	20	04
	649		0	01	57
	590		0	00	20
	591		0	11	86
	557		0	15	68
	558		0	07	21
	559		0	14	86
DABHASAR	209		0	12	14
	223		0	00	20
	213		0	16	61
	212		0	07	95
	151	2	0	02	82
	151	1	0	12	32
	136		0	14	00
	153		0	03	16
	155		0	10	56
	156		0	06	43
	157		0	06	26
	158		0	08	77
	159		0	05	01

[No R-25011/9/2001 OR-I]
S CHANDRASEKHAR, Under Secy

नई दिल्ली, 20 जून, 2001

क्र. आ. 1411.— केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि “ऑगमेंटेशन ऑफ़ विरमगाम — चाकसू, चाकसू — पानीपत और चाकसू — मथुरा सेक्शन ऑफ़ सलाया — मथुरा पाइपलाइन सिस्टम” के लिए गुजरात राज्य में विरमगाम से राजस्थान राज्य में चाकसू खण्ड तक अपरिष्कृत तेल के परिवहन के लिए, इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

आर यह प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है,

अतः अद्य, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि में हितवद्ध कोई व्यक्ति उस तारीख से, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि में उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के प्रति लिखित रूप में आक्षेप श्री आर. एम. फर्दा, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन्स प्रभाग), पो.बो.सं.4, डाकघर विरमगाम, तिलना—अहमदाबाद, गुजरात—382150, के समक्ष प्रस्तुत कर सकेगा।

अनुसूची

तालूका : विरमगाम		जिला : अहमदाबाद		राज्य : गुजरात	
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
हंसलपुर (से)	29		0	22	00
	1042		0	00	25
	946		0	09	44
	944		0	00	20
	945		0	17	98
	938		0	00	30
	939		0	42	75
	913		0	04	13
	898		0	00	20
	899		0	16	73
	897		0	07	16
	894		0	07	06
	893		0	16	10
	866		0	11	45
	865		0	02	76
	869		0	23	56
	872		0	34	93
विरमगाम	1333		0	17	28
	1336		0	09	36
	1357		0	27	44
	1431		0	30	11
	1426		0	24	61
	1415		0	00	20
वालाणा	381		0	04	10
	380		0	15	68
	379		0	26	93
	385		0	31	63
	386		0	00	50
	387		0	35	22
	405		0	28	08
	404		0	23	33
	407		0	57	00
	1		0	13	36
	6		0	36	66

1	2	3	4	5	6
	7		0	13	91
	144		0	14	81
	64		0	33	04
	39		0	05	70
	42		0	45	20
	43		0	26	00
कोकटा	24		0	47	23
	43		0	20	67
	44		0	14	97
	45		0	37	00
	46		0	00	60
	52		0	16	71
	53		0	72	71
	103		0	14	97
	104		0	22	81
	109		0	26	56
	106		0	02	92
	144		0	26	73
	230		0	13	54
	145		0	00	20
	229		0	34	80
	228		0	35	35
	227		0	13	86
	234		0	15	49
	236		0	17	73
	237		0	01	20
	253		0	50	68
	252		0	35	90
	251		0	15	94
	250		0	38	29
नडीयाना	20		0	25	50
	293		0	34	50
	294		0	08	60
	295		0	30	00
	298		0	35	95
	299		0	17	18
	300		0	26	10
	265		0	14	62
	266		0	26	94
	267		0	16	03

1	2	3	4	5	6
	268		0	43	57
	274		0	17	30
	275		0	18	42
	276		0	11	60
	277		0	07	64
	214		0	16	80
	278		0	19	80
करियाला	201		0	00	20
	25		0	28	97
चनोतीया	151		0	37	81
	144		0	14	79
	143		0	08	55
	142		0	08	28
	138		0	28	32
	136		0	16	57
	134		0	12	30
	128		0	31	36
	127		0	24	15
	160		0	32	06
	161		0	55	29
	163		0	96	30
	162		0	00	20
	169		0	52	39
	168		0	36	35
	167		0	00	20
	187		0	26	46
	188		0	24	23
	189		0	20	43
	191		0	01	88
	195		0	08	11

[सं आर.-25011/9/2001-ओ आर. I]

एम चन्द्रशेखर, अवर सचिव

New Delhi, the 19th June, 2001

S. O. 1411.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the State of Gujarat to Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam-Chaksu, Chaksu-Panipat & Chaksu-Mathura sections of Salaya-Mathura pipeline System";

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M.Pandya, Competent Authority, Indian Oil Corporation Limited. (Pipelines Division), P.B.No.4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150

SCHEDULE

Taluka : VIRAMGAM		District : AHMEDABAD		State : GUJARAT	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
HANSOLPUR(SE)	29		0	22	00
	1042		0	00	25
	946		0	09	44
	944		0	00	20
	945		0	17	98
	938		0	00	30
	939		0	42	75
	913		0	04	13
	898		0	00	20
	899		0	16	73
	897		0	07	16
	894		0	07	06
	893		0	16	10
	866		0	11	45
	865		0	02	76
	869		0	23	56
	872		0	34	93
VIRAMGAM	1333		0	17	28
	1336		0	09	36
	1357		0	27	44
	1431		0	30	11
	1426		0	24	61
VALANA	1415		0	00	20
	381		0	04	10
	380		0	15	68
	379		0	26	93
	385		0	31	63
	386		0	00	50
	387		0	35	22
	405		0	28	08
	404		0	23	33
	407		0	57	00
	1		0	13	36
	6		0	36	66

1	2	3	4	5	6
	7		0	13	91
	144		0	14	81
	64		0	33	04
	39		0	05	70
	42		0	45	20
	43		0	26	00
KOKTA	24		0	47	23
	43		0	20	67
	44		0	14	97
	45		0	37	00
	46		0	00	60
	52		0	16	71
	53		0	72	71
	103		0	14	97
	104		0	22	81
	109		0	26	56
	106		0	02	92
	144		0	26	73
	230		0	13	54
	145		0	00	20
	229		0	34	80
	228		0	35	35
	227		0	13	86
	234		0	15	49
	236		0	17	73
	237		0	01	20
	253		0	50	68
	252		0	35	90
	251		0	15	94
	250		0	38	29
NADIYANA	20		0	25	50
	293		0	34	50
	294		0	08	60
	295		0	30	00
	298		0	35	95
	299		0	17	18
	300		0	26	10
	265		0	14	62
	266		0	26	94
	267		0	16	03

1	2	3	4	5	6
	268		0	43	57
	274		0	17	30
	275		0	18	42
	276		0	11	60
	277		0	07	64
	214		0	16	80
	278		0	19	80
KARIYALA	201		0	00	20
	25		0	28	97
CHANOTHIA	151		0	37	81
	144		0	14	79
	143		0	08	55
	142		0	08	28
	138		0	28	32
	136		0	16	57
	134		0	12	30
	128		0	31	36
	127		0	24	15
	160		0	32	06
	161		0	55	29
	163		0	96	30
	162		0	00	20
	169		0	52	39
	168		0	36	35
	167		0	00	20
	187		0	26	46
	188		0	24	23
	189		0	20	43
	191		0	01	88
	195		0	08	11

[No. R-25011/9/2001 OR-I]
S. CHANDRASEKHAR, Under Secy.

नई दिल्ली, 20 जून, 2001

का. आ. 1412.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.आ. 2439 तारीख 08 नवम्बर, 2000 द्वारा प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 24 नवम्बर, 2000 से 25 मार्च, 2001 तक उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिये;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है ;

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि ऐसी भूमि में उपयोग का अधिकार घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लगनों से मुक्त, गुजरात स्टेट पेट्रोलियम कॉर्पोरेशन लिमिटेड, गांधीनगर - 382001, गुजरात में निहित होगा ।

अनुसूची

जिल्ला: भरुच

राज्य: गुजरात

तालुके का नाम

गांव का नाम

सर्वेक्षण सं./ खंड सं.

क्षेत्र

हेक्टर

आरे सेन्टीआरे

(1)	(2)	(3)	(4)	(5)	(6)
भरुच	हीमलोट	510	00	19	00
		511	00	13	80
		509	00	13	70
		रास्ता राज्य घोरी मार्ग-6 (भरुच-दहेज)	00	07	80
		506	00	13	60
		505	00	19	80
		503	00	15	90
		502	00	08	40
		501	00	07	40
		498	00	13	50
		497	00	05	00
		496	00	05	00
		495	00	06	20
		494	00	07	70
		487	00	05	10
		485	00	05	40
		489	00	03	50
		481	00	05	30
		480	00	03	90
		478	00	05	00
		477	00	10	40
		476	00	01	10
		475	00	04	50
		474	00	01	50
		473	00	02	40
		472	00	02	90
		471	00	01	40
		466	00	12	00
		465	00	06	20
		456	00	06	80
		454	00	03	50
		453	00	06	00
		434	00	03	50
		433	00	03	90
		432	00	10	80
		खराबो	00	05	70
		हीमलोट देब्राल रास्ता राज्य घोरी मार्ग- 6	00	00	60
		431	00	17	40
		430	00	07	50
		429	00	06	80
		428	00	07	70
		427	00	19	20
		324	00	06	80
		418	00	04	40
		421	00	07	40
		420	00	07	10

(1)	(2)	(3)	(4)	(5)	(6)
	हींगलोड (क्रमशः)	339	00	18	00
		332	00	04	10
		331	00	22	70
		330	00	06	70
		329	00	08	80
		312	00	16	50
		310	00	08	60
		309	00	03	00
		308	00	03	90
		306	00	06	50
		304	00	08	00
		303	00	11	40
		279	00	15	30
		278	00	02	30
		277	00	15	00
		276	00	19	80
		खराबो	00	03	00
		कट्टिक	00	00	90
		197	00	08	10
		196	00	16	80
		193/ए	00	09	30
		193/बी	00	09	80
		192	00	04	10
		189	00	06	80
		188	00	09	90
		187	00	09	20
		186	00	10	50
		केसरोल प्रशाखा	01	65	40
भरुच	दहेगाम	61/5	00	09	80
		मेहगाम प्रशाखा	00	06	90
भरुच	मनुबार	243	00	01	20
		248/बी	00	03	10
		249	00	01	10
		250	00	01	10
		251	00	01	70
		252	00	00	20
		320	00	01	30
		321	00	03	00
		315/ए	00	00	10
		313/ए	00	00	50
		312/ए	00	00	10
		नाला	00	00	60
		283	00	04	70
		284	00	02	00
		500	00	01	10
		499/ए	00	01	60
		498	00	02	50
		496	00	01	70
		495	00	00	70
		494	00	01	10
		खराबो	00	00	30
		570	00	00	80

(1)	(2)	(3)	(4)	(5)	(6)
	मनुबार (क्रमशः)	571	00	01	80
		572	00	01	20
		573/बी	00	02	40
		कट्टक	00	00	50
		594	00	00	30
		593	00	01	10
		592	00	00	10
		590/बी	00	01	40
		589	00	02	70
		भरुच - मनुबार रास्ता	00	06	20
		855	00	03	10
		852	00	02	10
		853	00	09	60
		878	00	03	20
		877	00	02	20
		876	00	06	90
		875	00	01	00
		873	00	02	60
		871	00	02	70
		869	00	04	10
		866	00	02	20
		867	00	02	70
		932	00	02	80
		931	00	02	00
		940/बी	00	18	60
		943	00	09	80
		अमलेश्वर शाखा नहेर	04	50	50
भरुच	कंधारीया	148/2	00	05	40
		148/1	00	05	20
		149/1	00	06	20
		154/2	00	04	80
		154/1	00	03	00
		163/पैकी	00	02	60
		155/4	00	02	20
		155/5	00	01	30
		253/1	00	00	70
		रास्ता (भरुच-जंबुसर)	00	06	20
		अमलेश्वर शाखा नहेर	01	45	10
भरुच	थाम	रेलवे लाइन भरुच जंबुसर नैरो लाइन	00	06	60
		134	00	01	80
		147	00	12	80
		173	00	02	90
		138	00	04	70
		कट्टक	00	00	40
		13	00	01	70
		12	00	02	30
		9	00	00	60
		कट्टक	00	00	40
		724	00	00	70
		723	00	04	00
		कट्टक	00	00	50

(1)	(2)	(3)	(4)	(5)	(6)
	बाम (क्रमशः)	529	00	07	90
		530	00	00	70
		534	00	03	40
		532	00	02	30
		533	00	02	60
		कट्टेक	00	00	70
		521	00	00	20
		522	00	02	50
		520	00	05	80
		अमलेश्वर नदर	02	51	30
		शाखा विशाखा 3 ओफ J3	00	03	00
		519	00	21	50
		508	00	01	30
		518	00	00	10
		516	00	22	00
		515	00	28	60
		514	00	00	10
		512	00	27	30
		513	00	14	60
		558	00	12	60
		585 (कट्टेक)	00	03	20
		शाखा विशाखा 1 ओफ J3	00	03	00
भरुच	उमराज	387	00	20	20
		386	00	24	20
		388	00	05	90
		385	00	02	60
		384	00	22	00
		416/पैकी	00	22	20
		414/पैकी	00	00	30
		415	00	25	60
		432/पैकी	00	13	10
		432/पैकी	00	01	50
		432/पैकी	00	10	50
		432/पैकी	00	14	20
		437/पैकी	00	16	40
		शाखा विशाखा 2 ओफ J2	00	04	00
		उमराज बापद रास्ता	00	04	60
		468	00	03	00
		467/पैकी	00	06	00
		469/पैकी	00	28	10
		470/पैकी	00	08	30
		470/पैकी	00	17	20
		487	00	16	00
		470/पैकी	00	21	40
		473	00	22	80
		484	00	41	50
		37	00	01	00
		481/पैकी	00	32	40
		480/पैकी	00	26	10
		कट्टेक	00	02	20

(1)	(2)	(3)	(4)	(5)	(6)
	उमराज (क्रमशः)	शाखा विशाखा 1 ओफ J2	00	04	00
भरुच	नंदेलाव	104	00	15	90
		101/1	00	31	00
		130	00	05	20
		106	00	14	30
		104	00	18	50
		108	00	20	60
		109	00	13	80
		110	00	13	40
		111	00	16	70
		112	00	21	10
		113	00	20	00
		शाखा विशाखा 4 ओफ J2	00	04	00
भरुच	रहाडपुर	56	00	54	20
		भरुच से पालेज रास्ता	00	05	40
अंकलेश्वर	कनवा	95 (पुनः मोजणी सवै नंबर 18)	00	03	40

सुरत जिल्ला

राज्य: गुजरात

तालुके का नाम	गांव का नाम	सर्वेक्षण सं./ खंड सं.	क्षेत्र	हेक्टर	आरे सेन्टीआरे
(1)	(2)	(3)	(4)	(5)	(6)
ओलपाडा	कुंकनी	216	00	07	90

[एल.-14014/4/99-जी.पी. (भाग-II)]

पी. एम. मीणा, निदेशक

New Delhi, the 20th June, 2001

S. O. 1412.— Whereas by a notification of the Government of India, Ministry of Petroleum and Natural Gas number S.O. 2439 dated the 8th November, 2000 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the said land, specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of natural gas.

And, whereas, the copies of the said Gazette notification was made available to the public from 24th November, 2000 to 25th March, 2001;

And, whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And, whereas, the Central Government, after considering the said report, is satisfied that the right of the user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in such land shall, instead of vesting in the Central Government, vest on this date of the publication of the declaration, in the Gujarat State Petroleum Corporation Limited, Gandhinagar-382001, Gujarat, free from all encumbrances.

SCHEDULE

District : BHARUCH

State : Gujarat

Name of Taluka	Name of Village	Survey No. /Block No.	Area		
			Hectare	Are	Centare
(1)	(2)	(3)	(4)	(5)	(6)
BHARUCH	HINGLOT	510	00	19	00
		511	00	13	80
		509	00	13	70
		Road SH-6 (Bharuch-Dahej)	00	07	80
		506	00	13	60
		505	00	19	80
		503	00	15	90
		502	00	08	40
		501	00	07	40
		498	00	13	50
		497	00	05	00
		496	00	05	00
		495	00	06	20
		494	00	07	70
		487	00	05	10
		485	00	05	40
		489	00	03	50
		481	00	05	30
		480	00	03	90
		478	00	05	00
		477	00	10	40
		476	00	01	10
		475	00	04	50
		474	00	01	50
		473	00	02	40
		472	00	02	90
		471	00	01	40
		466	00	12	00
		465	00	06	20
		456	00	06	80
		454	00	03	50
		453	00	06	00
		434	00	03	50
		433	00	03	90
		432	00	10	80
		Kharabo	00	05	70
		Hinglot – Detral Road SH-6	00	00	60
		431	00	17	40
		430	00	07	50
		429	00	06	80
		428	00	07	70
		427	00	19	20
		324	00	06	80
		418	00	04	40
		421	00	07	40
		420	00	07	10

(1)	(2)	(3)	(4)	(5)	(6)
	HINGLOT (Cont...)	339	00	18	00
		332	00	04	10
		331	00	22	70
		330	00	06	70
		329	00	08	80
		312	00	16	50
		310	00	08	60
		309	00	03	00
		308	00	03	90
		306	00	06	50
		304	00	08	00
		303	00	11	40
		279/A	00	15	30
		278	00	02	30
		277	00	15	00
		276	00	19	80
		Kharabo	00	03	00
		Cart Track	00	00	90
		197	00	08	10
		196	00	16	80
		193/A	00	09	30
		193/B	00	09	80
		192	00	04	10
		189	00	06	80
		188	00	09	90
		187	00	09	20
		186	00	10	50
		Kesrol Distributory	01	65	40
BHARUCH	DEHGAM	61/5	00	09	80
		Mehgam Distributory	00	06	90
BHARUCH	MANUBAR	243	00	01	20
		248/B	00	03	10
		249	00	01	10
		250	00	01	10
		251	00	01	70
		252	00	00	20
		320	00	01	30
		321	00	03	00
		315/A	00	00	10
		313/A	00	00	50
		312/A	00	00	10
		Drain	00	00	60
		283	00	04	70
		284	00	02	00
		500	00	01	10
		499/A	00	01	60
		498	00	02	50
		496	00	01	70
		495	00	00	70
		494	00	01	10
		Kharabo	00	00	30
		570	00	00	80

(1)	(2)	(3)	(4)	(5)	(6)
	MANUBAR (Cont...)	571	00	01	80
		572	00	01	20
		573/B	00	02	40
		Cart Track	00	00	50
		594	00	00	30
		593	00	01	10
		592	00	00	10
		590/B	00	01	40
		589	00	02	70
		Bharuch - Manubar Road	00	06	20
		855	00	03	10
		852	00	02	10
		853	00	09	60
		878	00	03	20
		877	00	02	20
		876	00	06	90
		875	00	01	00
		873	00	02	60
		871	00	02	70
		869	00	04	10
		866	00	02	20
		867	00	02	70
		932	00	02	80
		931	00	02	00
		940/B	00	18	60
		943	00	09	80
		Amleshwar Br. Canal	04	50	50
BHARUCH	KANTHARIYA	148/2	00	05	40
		148/1	00	05	20
		149/1	00	06	20
		154/2	00	04	80
		154/1	00	03	00
		163/P	00	02	60
		155/4	00	02	20
		155/5	00	01	30
		253/1	00	00	70
		Road (Bharuch - Jambusar)	00	06	20
		Amleshwar Br. Canal	01	45	10
BHARUCH	THAM	Railway line Bharuch – Jambusar N. G.	00	06	60
		134	00	01	80
		147	00	12	80
		173	00	02	90
		138	00	04	70
		Cart Track	00	00	40
		13	00	01	70
		12	00	02	30
		9	00	00	60
		Cart Track	00	00	40
		724	00	00	70
		723	00	04	00
		Cart Track	00	00	50

(1)	(2)	(3)	(4)	(5)	(6)
	THAM (Cont...)	529	00	07	90
		530	00	00	70
		534	00	03	40
		532	00	02	30
		533	00	02	60
		Cart Track	00	00	70
		521	00	00	20
		522	00	02	50
		520	00	05	80
		Amleshwar Canal	02	51	30
		Branch Minor 3 of J3	00	03	00
		519	00	21	50
		508	00	01	30
		518	00	00	10
		516	00	22	00
		515	00	28	60
		514	00	00	10
		512	00	27	30
		513	00	14	60
		558	00	12	60
		585 (Cart Track)	00	03	20
		Branch Minor 1 of J3	00	03	00
BHARUCH	UMARAJ	387	00	20	20
		386	00	24	20
		388	00	05	90
		385	00	02	60
		384	00	22	00
		416/P	00	22	20
		414/P	00	00	30
		415	00	25	60
		432/P	00	13	10
		432/P	00	01	50
		432/P	00	10	50
		432/P	00	14	20
		437/P	00	16	40
		Branch Minor 2 of J2	00	04	00
		Umraj Kasad Road	00	04	60
		468	00	03	00
		467/P	00	06	00
		469/P	00	28	10
		470/P	00	08	30
		470/P	00	17	20
		487	00	16	00
		470/P	00	21	40
		473	00	22	80
		484	00	41	50
		37	00	01	00
		481/P	00	32	40
		480/P	00	26	40
		Cart Track	00	02	20

(1)	(2)	(3)	(4)	(5)	(6)
BHARUCH	UMARAJ (Cont...) NANDELAV	Branch Minor 1 of J2	00	04	00
		104	00	15	90
		101/1	00	31	00
		130	00	05	20
		106	00	14	30
		104	00	18	50
		108	00	20	60
		109	00	13	80
		110	00	13	40
		111	00	16	70
		112	00	21	10
		113	00	20	00
		Branch Minor 4 of J2	00	04	00
BHARUCH	RAHADPUR	56	00	54	20
		Bharuch Palej Asphalt Road	00	05	40
ANKLESHWAR	KANWA	95 (Resurvey B. No. 18)	00	03	40

District : SURAT

State : GUJARAT

Name of Taluka	Name of Village	Survey No. /Block No.	Area		
			Hectare	Acre	Centare
(1)	(2)	(3)	(4)	(5)	(6)
OLPAD	KUNKNI	216	00	07	90

[No L-14014/4/99 GP-(Part-II)]
P. M. MEENA, Director

श्रम मंत्रालय

नई दिल्ली, 23 मई, 2001

का.आ. 1413.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-01 को प्राप्त हुआ था।

[सं. एल-12012/611/89-डी-II(ए) आईआर(बी-II)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 23rd May, 2001

S.O. 1413.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman which was received by the Central Government on 23-5-2001.

[No. L-12012/611/89-DIIA/IR(B-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI K. S. SRIVASTAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NEW DELHI

I.D. No. 83/91

In the matter of dispute:

BETWEEN

Shri Montoo Sarkar,
S/o Shri Manan Sarkar,
R/o Block No. E,
House No. 734,
Ganeshpura,
Shakarpur,
New Delhi-92.

Versus

Zonal Manager,
Punjab National Bank,
2nd Floor,
Chand Lok Building,
Janpath,
New Delhi-110001.

APPEARANCES:-

Shri Inderjeet Singh, Advocate for the workman.

Shri Jagat Arora for the Management.

AWARD

This is reference under section 10(1)(d) and 2-A of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) arising on the order No. L-12012/611/89-D. II(A) dated 25-6-91 of Central Government in the Ministry of Labour for the adjudication of the industrial dispute on the following terms:—

"Whether the action of the Management of Punjab National Bank in terminating the services of Shri Montoo Sarkar, Assistant Cook is justified? If not to what relief is the workman entitled?"

2. After the receipt of the said reference order the case was registered in the Tribunal and notices to the parties were issued for filing their respective cases in writing.

3. The statement of claim, written statement and rejoinder were exchanged between the parties and evidence documentary and oral were led by both the parties in support of their respective cases. Written arguments were also filed by both the parties in the case. The workman has adopted the arguments of another identical case registered as I.D. No. 88 of 1992 Ichhu Sarkar and 184 others Vs. Management of Punjab National Bank.

4. The workman case in short is that he was appointed by the Management of the Punjab National Bank as Assistant Cook w.e.f. 4-3-79 and he had continued to work in the Canteen of the Zonal Office of the Bank upto 28-2-85 and thereafter he was transferred to the branch office Chawri Bazar, Delhi where he had continued to work continuously and it has no any break till the month of January, 1989 and at the relevant time he was working as Canteen Incharge. The workman has thus stated that in view of the provisions of Section 25-B of the Act he should be deemed to be a workman.

5. The workman has again stated that during the continuance of his service he was given an appreciation letter dated 13-9-85 by Zonal Manager of Punjab National Bank, Competent House, Connaught Place, New Delhi certifying his period of service and salary paid to him. He was also issued an identity card by the Punjab National Bank, Chawri Bazar, New Delhi on 7-5-86.

6. He has further stated that on 28-12-88 he had submitted an application to the application of the Bank for the grant of leave from 9-1-89 to 28-1-89 in connection with his marriage. The leave was allowed to him but after the expiry of the period of leave when he had returned from Calcutta after his marriage he had gone to report for duty at the branch office Chawri Bazar, Delhi but the Chief Manager of the Bank refused to take work from him and he was not allowed to enter into the premises of the bank. The workman had then made representations to the Chairman Punjab National Bank and the Zonal Manager Punjab National Bank, Janpath, New Delhi against the termination of his services and requested for his reinstatement.

7. The workman's case also is that the Canteen where he was employed was the part of the establishment of the Bank. The reasons given by the workman in support of the said case are that the said canteen was being run on the finance provided by the Bank, the furniture, crockery, utensils, kerosene oil etc. were provided to the canteen by the Bank and Canteen was situated in the bank premises, the canteen used to cater only to the employees of the bank and outsiders were prohibited to utilise canteen facilities, the subsidy was paid by the bank for the supply of food and eatables to the employees of the bank. The work of the employees of the canteen was of regular and perennial nature, the canteen was established for the Bank's employees and to enhance their efficiency.

8. As regards the workman's case that he was the employee of the Bank his assertion is that a contract of service had existed between him and the Management of the Bank since the workman had undertaken to serve the management of the Bank to obey its reasonable orders within the scope of duty undertaken. The terms of the contract creates unemployment and employer and employee relationship and it could very well be inferred from the conduct of the bank regarding existence of such contract.

9. The workman has stated that since he was Secretary of the Punjab National Bank Canteen Worker's Union, Delhi registered under the Trade Union Act, 1926 The Management of the Bank was dislodged with him and with this view his services were illegally terminated which was not in accordance with the Section 25 F of the Act

10. The Bank has denied the workman's case and has asserted that claim preferred by the workman is wrong, baseless, illegal and is liable to be rejected. According to the Bank, the workman was not its employee and in fact he was contractor and was running canteen in question independently. It is stated by the Bank but the workman was never employed or appointed by the Bank and no relationship of employer and employee between them has ever existed and thus no

Industrial dispute within the meaning of the Act has arisen between the Bank and the workman. The workman was not even workman as defined under Section 2(s) of the Act and his claim is not maintainable. It is again stated in this respect that at the first instance vide order dated 6-9-90 the Appropriate Government had declined to make the reference on the ground that workman was not a workman but subsequently without their being any fresh material on the record warranting charge of its earlier decision the appropriate Government has wrongly made the reference of the dispute.

11. The bank has next stated that there was a recruitment process in the selection and appointment of clerks and subordinate staff of the bank through the Agencies of the Banking service Recruitment Board and Employment Exchange and thus without following the procedure it was not possible for the workman to get his entry in the service of the Bank and if the workman was taken into service without following the procedure of recruitment and it would be depriving the General Public, the equal opportunity of selection and appointment and it would also be discriminatory and violative of articles 14 and 16 of the Constitution of India. The Bank has however, admitted that in order to provide facility to its employees a scheme for providing canteen at its branches and offices was introduced and the circular dated 17-3-1983 was issued in this respect and the said scheme was subsequently modified vide circulars No. 4883 dated 8-8-83, 2485 dated 29-3-85, 1786 dated 14-5-86 and 1889 dated 8-4-89, but at the same time Bank has stated that under a Scheme a Committee consisting of Bank's employees of its branches and offices was formed and it was this committee which used to enter into a contract with canteen contractors for running canteens at the subsidized rates. Contractor of the canteen was an independent employee and it was he who used to sell eatables to the employees and other customers and used to charge price directly from them and earn profits. The Contractors were free to engage employee of the choice to carry on the work undertaken by them. The Canteen workers were not subjected to disciplinary action and they were free to Act according to their wishes. The Canteen Committee was simply an advisory body which only negotiated the price and ensured the quality of the food stuff. Canteen Committee had no power of supervision or control over the working of the canteen nor it has any power to give suggestions regarding the manner of the working of the Canteen in order to compensate the contractors, they were paid fixed amount of subsidy. The Bank has admitted the factum of providing infrastructures as stated by the workman.

12. The Bank has denied about the issuance of certificate dated 13-9-1985 to the workman and has stated that the said certificate was a forged document and for which FIR was filed against the workman. The criminal investigating against him which was pending before the authorities. As regards the issuance of the identity card to the workman Bank's assertion is that it was issued only to permit him entry in the premises of the Bank due to the curfew then clamped in the City. The Bank has further asserted that since the workman was not employee of the Bank question of granting the leave as stated by him had never arisen and in view of this also the workman's case that his services were terminated cannot be accepted. The proceedings of Section 25-B and F of the Act are not attracted. In the rejoinder of the workman the allegations made in the statement of claim are mostly retreated and it is asserted that there existed a relationship of employer and employee between the workman and the Bank and the workman was in fact an employee of the Bank and his termination without following provisions of section 25 of the Act was illegal.

13. The workman has filed documentary as well as oral evidence. Following documents have been filed by the workman, as per list dated 18-5-1992 :-

"1. Service and Character certificate issued by Shri N.C. Jain, Zonal Manager, New Delhi on 13-9-85 to the workman (Photo copy) Annex. A

2. Photo copy of Identity Card No. 5480 dated 7-5-1986 issued to the workman. Annex. B

3. Three vouchers evidencing payment to the workman, collectively marked, Annex. E

4. Personnel Division Circular No. 24/85 dated 19-4-85 issued by the Bank Annex. D

5. Circular No. 33/85 dated 26-3-1985 issued by the Bank Management. Annex. E

6. Circular letter No. 17/86 issued by the Bank Management. Annex. F

7. Copy of Circular No. 1/88 dated 18-7-1988 of the P.N.B. Canteen Workers Union Annex. G

8. Copy of letter dated 6-12-1988 from the Chief Manager, Chowri Bazar to the Chief Manager, Zonal Office, New Delhi. Annex. H

9. Leave application dated 28-12-1938 of the workman. Annex. I

10. Copies of the letters written by the workman to the Chairman and Zonal Manager, Punjab National Bank, New Delhi protesting against termination of his services without any charge or reason. Annex. J

11. Post Office receipts No. 1518 and 1519 evidencing despatch of letters to the Chairman and Zonal Manager. Annex. K

12. Leave application dated 4-5-1988 of the workman. Annex. L"

The workman has also filed his affidavit in evidence. Management has also filed its affidavit. Assertion made in the affidavit are repetition of the averments made in the statement of claim. The workman has been cross-examined as WW1 and his affidavit has been marked as WW1/1. The bank has also filed documentary evidence per list dated 20-7-92. The documents filed by the Bank are as follows :—

"1. Order of the Government No. L-12012 : 611 : 89 : IR(B-2) dated 9th April, 1990 declining reference to Labour Court.

2. Personnel Division, HO circular letter No. 23/83 dated 17-3-83, regarding canteen facility.

3. Personnel Division HO circular letter No. 48/83 dated 8-8-83 regarding canteen facility.

4. Personnel Division, Head Office, circular letter No. 24/85 dated 19-3-85 regarding the canteen facility.

5. Personnel Division circular letter No. 17/86 dated 14-5-86 regarding the canteen facility

6. Personnel Division, HO circular letter No. 18/89 dated 8-4-89 regarding the canteen facility.

7. Payment voucher dated 2-4-88 for Rs. 1275 being the subsidy amount paid to Shri Sarkar for the month of March 1988

8. Payment voucher dated 1-7-88 for Rs. 1260 being the subsidy amount paid for the month of June 1988 duly received by Shri Montoo Sarkar.

9. Payment voucher dated 1-1-88 for Rs. 1335 being the subsidy amount paid to Shri Sarkar for the month of December 1987. The payment has been duly received by Shri Montoo Sarkar.

10. Payment voucher dated 13-4-1989 for Rs. 464 being the claim in full and final settlement of the subsidy of Shri Sarkar upto 2-2-89. The payment has been duly received by Shri Montoo Sarkar on 13-4-89.

11. Complaint of various staff members of BO : Chawri Bazar against Shri Montoo Sarkar dated 12-9-86 signed about 40 staff members.

12. Complaint dated 30-9-86 against Shri Montoo Sarkar, signed by 47 staff members of BO : Chawri Bazar.

13. Complaint dated 25-11-86 against Shri Montoo Sarkar signed by various staff members of BO : Chawri Bazar.

14. Complaint dated 12-9-88 by about 51 staff members of BO : Chawri Bazar against Shri Montoo Sarkar.
15. Complaint dated 6-8-88 by about 43 staff members.
16. Complaint dated 24-9-88 by about 47 staff members of BO : Chawri Bazar.
17. Copy of letter dated _____ given by Shri Montoo Sarkar stating that he would like to run the canteen and in case of unsatisfactory service, the services may be terminated.
18. Copy of the complaint dated 13-5-89 addressed to the Station House Officer, Police Station Connaught Place, of Shri H. C. Jain Zonal Manager, Delhi Zone with regard to the letter dated 13-9-85 forged by Shri Montoo Sarkar.

The Bank has filed affidavit of Sri N. K. Jain then working as Manager in the Branch Office of the Bank as Okhla. He has also been cross-examined as MW1 and his affidavit has been marked as Ex. MW1(i). He has fully supported the Bank's case. He has stated subsequently that the certificate dated 13-9-85 was forged document and against which FIR was lodged against Police Parties and the matter was under investigation. The Bank has further produced Shri S. C. Jain General Manager as its witness and he has been examined as MW2. He has denied his signatures of the certificate dated 13-9-85 which was filed by the workman and was marked as Annexure 'A'.

14. Arguments on behalf of the parties were heard and necessary material available on record examined. The point for adjudication which in my view arises is that whether the canteen in question was a part of an establishment of the Bank and the workman was being canteen employee was actually Bank's Employee and is entitled for the relief claimed.

15. It is urged on behalf of the petitioners that in order to improve efficiency and output of the banks officers and staff it was the necessary function of the Bank to provide canteen facilities within its premises and with this view Bank had actually provided canteen facilities to its staff by means of circular letter No. 23/83 dated 17-3-83. According to one of the terms of the circular the functioning of the canteen was under the supervision and direct control of the management of the Bank through a Committee known as implementation committee constituted at each branch office of the Bank. The implementation Committee consisted of the officers of the Bank viz. (i) Incharge of the branch (ii) Secondman (officer) of the branch (iii) senior most full time confirmed staff. This Committee according to the petitioners was having full control over the canteen for running business of the Canteen in the manner that it used to decide items to be prepared for supply to the officers and staff and to fix price to be charged for each item. The working hours and other details of the work were also decided by the committee. The canteen employees had no say in this way and they had to carry out all the instructions of the canteen Committee. It is next submitted that in pursuance of the said scheme of providing canteen the Bank had appointed workmen as canteen incharge to run the canteen with appropriate number of employees and thus the petitioners being employed by the Bank were its employees and the workmen within the meaning of Section 2() of the Act and the Bank was an industry as defined in the Act. It is again submitted that according to Section 2() any person including an apprentice employed in an industry to do any manual, skilled, unskilled, technical, work for hire or reward, operational clerical or supervisory whether the terms of employment is expressed or implied is a workman. In the same breath the petitioners have submitted that according to definition of the workman given in Section (X) of the Act it is not necessary that person should be employed in a substantive capacity or on temporary basis. Every person employed in an industry irrespective of his status of being temporary permanent probationer or otherwise is a workman as held in the case of *Hatchish Vs. Karnataka State Road Transport Corporation* (1983) 1 LLJ 30.

16. The workmen's next contention in this respect is that the petitioner's were given remuneration in the shape of subsidy which actually amounted as wage within the definition

of section 2(r) of the Act. The workmen have again contended that the said definition of the wage only postulates that the remuneration must be capable of being expressed in terms of money payable to a workman in respect of his employment, or for the work done in such employment. In support of this contention petitioners have relied on the case of *Bhaganand Collier Vs. Their workmen* (1962) (II) LLJ 356 SC. In the said case *Sardari* being paid as commission for normal work was held as wages within the meaning of section (rr) of the Act. On its basis petitioners have again contended that subsidy which was fixed after taking into consideration normal remuneration with their employment or work done in such employment would per se come within ambit of definition of the wages. The petitioners have thus laid stress that definitely there existed the relationship of employer and employee between them and the Bank.

17. The workman has denied the bank's contention that they were either independent contractors or employees of such contractors. In support of this contention the petitioners have given circumstances as firstly that none of the provisions of the contract labour (Regulation and Abolition Act, 1970) were complied with before engaging the petitioners as contractors. Secondly that no notice/tender/advertisement was published calling for the rates or quotations for the said contract. Thirdly that workman was working under the control and supervision of the branch management. Fourthly that there was no mutual agreement or deed of agreement which could have been entered into and executed in this respect between the workman and the Bank.

18. In support of their contention of the existence of employer and employee relations between them and the Bank the workmen have laid stress that certificate dated 13-9-85 certifying the period of service and character of the workman moved by zonal Manager marked as Annexure A of the claim petition and the identity card issued by the Bank to him both clearly establish that workman was the employee of the Bank and relationship of employer and employee between them had existed.

19. The last contention of the workman in this respect is that all the infra structure facilities like accommodation, furniture, gas cylinders etc. were provided by the Bank and it is according to them one or the other reason to come to the conclusion that the canteen was being run by the bank and its employees are the bank's employees. The petitioners have also placed reliance on the case of *Patimal Chand Raha and others Vs. L.I.C. and others* 1995 (II) LLJ 339(SC).

20. On behalf of the Bank all the contentions of the petitioners have been strongly opposed and the bank has made the following submissions. Firstly bank was not under any obligation statutory or otherwise to provide facility of the canteen to its officers and staff. The facility of providing canteen extended to the officers staff of the Bank vide circular dated 17-3-83 was only by way of welfare measure and it will be no ground for the petitioners to claim themselves as the Bank's employees. The Canteen was being run and supervised by the Canteen Committee which was only empowered to enter into contract with the Contractors for providing coffee tea and other eatables and a subsidy as agreed was paid to the contractors on the basis of the strength of the employees in the canteen depending upon the area of the branch concerned. The canteen committee was only advisory body to negotiate the price and to ensure quality and eatables and it was open to the contractors to carry on the work of the canteen according to their wish and choice. The profits earned by the contractors to carry on the work of the canteen according to their wish and choice. The profits earned by the contractors were appropriated by themselves. It is further submitted in this respect that the canteen employees were not governed by any rules and regulation of the Bank as applicable to the regular employees. The Bank has no control and supervision over the Bank canteen or supply of eatables. The Bank was not carrying any trade or business in the Canteens. The Bank had no right to take any disciplinary action against the canteen employees. It cannot direct canteen employees or contractors to do a particular work. The Bank has no say or control regarding allocation of the work or where only work was to be carried out by

the contractors or by the canteen employees. Under the industrial law according to the Bank the existence of master and service is necessary to find out whether the petitioners were the banks employees or they were employees of the Canteen only. In support of the submissions of the existence of master and service relationship the Bank has relied upon the case of Puri Urban Cooperative Bank Vs. Madhusudan Sahu 1982(31) FLR 454 S.C. The relevant observation made by the Hon'ble Supreme Court in the said case is given as under :—

"It stands established that industrial law revolves on the axis of master and servant relationship and by the canteen precedents it stands established that the prima facie test of existence of the right in the master to supervise and control the work done by the servant, (The measure of supervision and control apart) not only in the matter of directing what work the servant is to do but also the matter in which he shall do his work. And principle hold the field."

21. Again it is submitted that the Bank had a definite recruitment procedure for recruiting the clerk and subordinate staff. Such recruitment was being done through Banking Service Recruitment Board and Employment Exchange respectively. There was also an eligibility criteriae subject to the reservation policy for such a recruitment. The procedure thus prescribed for recruitment according to the Bank could not be by-passed as it would be discriminatory in so far as general public is concerned and it would also be violative of article 14 and 16 of the Constitution of India. If the entry in the Bank Service of the petitioner would be taken in this manner the general public would be deprived of equal opportunity and such back door entry cannot be permitted in any manner to the petitioners.

22. The next submissions of the Bank is that the Contract Labour (Regulation and Abolition) Act, 1970 was not at all applicable in the case of the petitioners because they were themselves independent employers. The Bank has also denied that the contract between the Canteen Committee and the Petitioners was in any manner one sided. The Bank has again denied that if the infrastructures were provided by the Bank to the Canteen it would never mean that the Canteen business was being run by the Bank itself and Canteen Employees would be its employees.

23. The Bank has strongly placed reliance on the following two authorities of Hon'ble Supreme Court of India Employers, Management of Reserve Bank of India Vs Workmen, Reserve Bank of India 1996 (73) FLR 965. State Bank of India and others Versus State Bank of India Canteen Employees Union (Bengal Circle) and others Judgements today 2000(5) SC. 63.

24. I proceed to examine.

25. At the very outset I will like to say that it is now a settled position in law that if there is an obligation contractual of otherwise on the Bank to provide a Canteen, then the Canteen Employees could be considered to be the employees of the Bank, and if not the employees working in the Canteen may not become part of the establishment.

26. Hon'ble Supreme Court of India has on occasion to deal with the similar subject matter as involved in the present case in the case of the Reserve Bank of India Vs. Their workmen 1996(73) FLR 965 and after discussing and accepting the ratio of judgement of Hon'ble Supreme Court in another case of M.M.R. Khan Vs. U.O. 1990(61) FLR 271(SC) has found the classification of Canteen with three following categories.

- (i) Statutory Canteens required the provided compulsorily in view of Section 46 of the Factories Act, 1948.
- (ii) Non statutory Recognised Canteens i.e. Canteen established with the prior approval and recognition of the Bank Employer
- (iii) Non statutory non recognised canteens i.e. Canteens established without prior approval or recognition

27. In the said case two Canteen Employees of Reserve Bank of India had raised the dispute for the grant of their

regularisation in service and other service benefits equal for the regular staff of the Bank treating them also as Bank's employees. Reference which was made by Government of India for adjudication of dispute under section 10(1)(d) read with Section 2-A of the Act was as under :—

"Whether 166 employees engaged in various catering establishments of Reserve Bank of India at Bombay are the workmen of Reserve Bank of India. If so whether their demand for regularisation with retrospective effect was justified? If so, the extent of relief payable to these 166 persons may be indicated."

The case was decided in favour of the canteen employees by the Tribunal. On appeal before Hon'ble Supreme Court the judgement and order of the Tribunal was not set aside.

28. On behalf of the canteen employees pleas taken were (i) that Bank was under a statutory obligation to provide canteen facilities to the employees and it was being done through agencies i.e. implementation Committee (Canteen Committee, Cooperation Society and Contractor instead of the Bank doing its nonby employing persons directly (ii) Bank was not empowered to shift its responsibility to others because the entire economic control was with the Bank and thus persons employed in the canteens whether by the Implementation Committee or by the Cooperative Societies or by the Contractors should be directed to be absorbed with retrospective effect with point to point adjustment and the Bank be directed to pay difference of wages.

29. On behalf of the Bank all the above contentions were refused and it was pleaded that Bank had made available space for running the Canteens on lease and licence basis and various facilities were also provided to the implementation Committee, Cooperative Society or the Contractors who-soever was running the canteen. The Management of the Bank was not responsible for the employment of persons in the canteen. The Bank was not supervising nor controlling the working of the Canteens or the supply of eatables to employees. The employees were not under obligation to purchase eatables from the canteen. There was no relationship of master and servant between the Bank and the various persons employed in the Canteen. The staff canteen was established as a Welfare measure Bank had no statutory or other obligation to run the canteen and it had no direct control or supervision over the employees engaged in the Canteen. Bank had no right to take any disciplinary action or to direct any canteen employee to do a particular work. The disciplinary control over the persons employed in the canteen did not vest in the Bank nor the Bank had any say or control according the allocation of the work or the way in which Bank was to be carried out by the Canteen Employees. Sanctioning of leave, distribution of work Maintenance of the Attendance Register were all done either by the implementation Committee or by the Cooperative Society or by the Contractor. Hon'ble Supreme Court has rejected the pleas of the Canteen Employees and giving classification of the categories of the Canteens as mentioned above has made observation, the relevant portion of it is given below :—

"In the absence of any statutory or other legal obligation and in the absence of any right in the Bank to supervise and control the work or the details thereof in any manner regarding the canteen workers employed in the three types of canteens, it cannot be said that the relationship of master and servant existed between the Bank and the various persons employed in three types of Canteens. 166 persons mentioned in the list attached to the reference are not workmen of the Reserve Bank of India and that they are not comparable to employees employed in the Officers Lounge. Therefore the demand for regularisation is unsustainable and they are not entitled to any relief we hold that the award passed by the Tribunal is actually and legally unsustainable."

30. Again on the identical and similar dispute Hon'ble Supreme Court of India has dealt with the issue in the case of State Bank of India and others Vs. State Bank of India Canteen Employees Union (Bengal Circle) and others IT 2000(5) SC. 63 and has approved the ratio of the case of the Reserve Bank of India Vs. Their Workmen (supra).

In this case the pleas of both the parties were same as that in the case of the Reserve Bank of India Vs. Their Workmen (Supra).

31. The point of dispute that Canteen Employees were the Bank's employees and were entitled for the benefits of their absorption and other service benefits equal to regular employees of the Bank Hon'ble Supreme Court has again elaborately dealt with. Hon'ble Supreme Court took into consideration the contentions of the Canteen Employees that as per terms of the Sastri Award, 1953 and also as per provisions of Hand Book on staff welfare Activities the Bank was under obligation to provide canteen facilities to its staff and canteen workers were thus actually the Bank employees, and has repelled the aforesaid contentions of Canteen employees. In this respect Hon'ble Supreme Court has held "That neither the terms of Sastri Award nor the Hand Book Cast any obligation, statutory and contractual that staff working in canteen would be employees of Bank as Bank is not obliged to provide canteen facilities to its staff". Specific observation made in this connection by the Hon'ble Supreme Court is as follows :—

"There is no obligation statutory or otherwise to run the canteens by the Bank. The scheme as stated above only provides for grant of subsidy for permitting running of canteen and if some more cost is incurred in running the Canteen, the members of the staff working in that particular branch are required to bear it. The Bank is not employing the canteen workmen. The Bank is not supervising or controlling the work or the details regarding the canteen or its employees appointed by Local Implementation Committee. Bank is not taking any disciplinary action or directing any canteen employee to do a particular work or for that purpose no scheme is laid down by the Bank. Not only this, the other most important aspect is "the recruitment" by the Bank is to be made as per the statutory rules framed by it after giving proper advertisement, test or interview. As against this, for appointing a canteen employee there are no rules framed by the Bank. The canteen run by Local Implementation Committee in a branch having less than 100 employees are non statutory non recognised canteens because admittedly there is neither statutory provision nor any obligation arising out of award or contract between the employees of the Bank in running such canteen. The status of canteens run by the Local Implementation Committee would be Non-statutory non-recognised canteen. The employees of such canteens were not under the control of the Bank and their appointments are not governed by any rules framed by State Bank of India."

32. The facts of the present case as stated above I find are more or less similar to the facts of both the aforesaid authorities and thus both the said authorities in my view are well applicable in the case and it can serve as sole basis for the decision of this case. The case of Parimal Chandra Raha Vs. L.I.C. of India 1995 (II) LLJ 339(SC) cited on behalf of the petitioners in support of their contentions that in the facts alleged by them the Bank if not expressly than impliedly was under an obligation to provide canteen facility to the employees as part of the service condition, since has been considered and discussed in both the aforesaid authorities relied upon by the Bank and mentioned above and has not been accepted I respectfully say that it has no bearing in the case and cannot be accepted. The petitioners I find has miserably failed to establish their case that Bank was under an obligation statutory or otherwise to provide Canteen facility to its staff and they were actually the Bank's employee and were entitled to get all the service benefits of absorption in service etc similar to the regular Bank employee.

33. Undisputedly there is nothing to show on behalf of the workman that there was statutory obligation on the Bank or providing canteen facility to its staff. Whether the Bank had recognised for providing canteen facility to the staff the workman has nowhere alleged that there was any settlement arrived at by the Bank by means of any bipartite settlement with its staff or by any award etc. there was any binding effect on the Bank for providing canteen facility. There is no such case of the workman as taken by the canteen employees in the case of State Bank of India and others Vs. State Bank of India Canteen employees Union (Bengal Circle) and others Supra, That the Bank was bound to provide canteen facility to its staff on the terms of Sastri Award

1953 or the book of on Staff Welfare Activities in obligation was cast upon the Bank to provide canteen facility.

34. The basis of the workman's claim as per their allegation only is that it was the bounden duty of the Bank to provide canteen facility to its officers and staff just to improve their efficiency and output and with the view Bank had provided Canteen facility to its staff by means of circular letter No. 23/83 dated 17-3-83 and modified by other circular No. L-48/83 24/85, 1/1/86, 18/89 dated 8-8-83, 19-3-85, 14-3-86, 23-4-89 respectively. Secondly that in view of the term of the said Circular the functioning of the canteen was under the supervision and direct control of the Management through a Committee constituted in the branch office consisting of the officers of the Bank viz(a) Incharge of the branch office (ii) Second Man (officer) of the Branch and senior most full time confirmed staff. The workman who was employed by the Bank was the workman within the meaning of Section 2(s) of the Act according to which any person including an apprentice employed in an industry to do any manual, unskilled, skilled, technical operational work for him or reward, whether the terms of employment is express or implied is covered under the definition of workman. Thirdly that the subsidy passed to the canteen employees by the Bank was in fact wage within the meaning of section 2(rr) of the Act. None of these factors after having carefully examining the facts and circumstances I find it satisfactory and sustainable. These factors have to be established as a fact by the petitioners by cogent and reliable evidence. Mere allegations made in claim petition without its proof in my view can not be accepted, particularly when on behalf of the Bank all these facts are specifically denied. The petitioners I find has miserably failed to establish it by any cogent proof that the Bank was under any obligation statutory or otherwise to provide facility of Canteen to its officers and staff. As per assertions of the petitioners if the canteen facility was provided by the Bank under the Scheme formulated though its circular No. 23/83 dated 17-3-83 and the canteen was being supervised by the implementation committee having been constituted by the Bank alone in my view cannot be a sufficient ground to hold that the Canteen facility so provided was actually recognised by the Bank. Workman Shri Montoo Sarkar has filed his affidavit in evidence. In the affidavit Ex. WW1/1 no such fact is disclosed by which it can be ascertained that Bank had at any point of time recognised for providing canteen facility to its staff. Even if the factor of providing infrastructural amenities by the Bank to the Canteen is taken into consideration it will alone not be a valid proof to find out the canteen was recognised by the Bank.

35. The workman has also failed to establish that he was the Bank's employee and there existed any matter and servant relationship between them. In his cross-examination Shri Montoo Sarkar has stated that he was not given any appointment letter by the Bank. The factor which has been put forward by the workman in support of his case that he was Bank's employee are firstly the innocence of certificate dated 13-9-85 by the then Zonal Manager of the Bank at Competent House Connaught Place New Delhi certifying his service period, character and the salary received by him. Its copy Annexure A of his claim petition. Secondly issue of identity card to him by the branch of the Bank at Chawri Bazar New Delhi copy Annexure 'B' of the claim petition. Thirdly management's conduct of granting him leave from 9-1-89 to 28-1-89.

36. These factors have been denied by the Bank on behalf of the Bank it is pleaded that certificate dated 13-9-1985 is forged document and has been prepared by the workman fraudulently and the identity card according to Bank was issued to workman in view of the curfew in the City at that point of time and issue of these documents has any relevance in the case of the workman. As regards the granting of leave to workman for the period from 9-1-89 to 28-1-89 according to Bank no such leave was granted to workman by the Bank.

37. After examining critically the whole matter in this respect I do not find the workman's case as satisfactory at all. It is specific case of the Bank that certificate dated 13-9-85 was forged document and an F.I.R. was already lodged against the workman in this respect. Again admittedly the certificate aforesaid was issued by Shri H. C. Jain. The workman has stated about this in cross-examination. Shri H. C. Jain has appeared on behalf of the Bank as witness MW 2. He has denied his signatures on the certificate in categorical

terms. In his cross-examination the workman has failed to elicit anything favourable to him. I do not find any reason not to believe Shri H. C. Jain. The certificate Annexure 'A' of the statement of the claim thus is not found authentic.

38. Next issue of identity card to the workman in my view in no case can be taken as a proof that workman was an employee of the Bank. It was only issued to workman during curfew then clamped in the City Shri M. K. Jain, M.W.I Bank's witness has stated this fact in this affidavit Ex. MW1/1. There is no effective cross-examination by the workman. The evidence of Shri N.K. Jain MW1 I find can well be accepted in this regard.

39. The third factor of granting leave to workman by the Bank from 9-1-89 to 28-1-89 as stated by the workman in support of his case of being Bank's employee to find on the own showing of workman it fails. He has admitted in his cross-examination that written sanction of his leave was given to him and he was orally allowed to go. The fact that in written sanction of the leave was given to workman in my view itself demolishes the workman's case. No sanctity to oral permission can be given even if the workman's case in this regard is accepted.

40. The Bank's case specifically is that workman was running the canteen as Canteen Contractor and there was no relationship of employer and employee between him and the Bank. This fact I find support on the non admission of the workman. In his cross-examination the workman has stated as follows :—

"I alone was running the Canteen as no one else was appointed in the management. I used to collect the money from the customers for the materials supplied to them and I used to purchase the raw material for preparation of the things."

41. The said statement of the workman in my view strongly support the Bank's case. But in fact workman was merely a Contractor and not the employee of the Bank. In view of the fact I find no importance can be attached to the workman's denial of the suggestion of the Bank that he was not the Bank's employee. The workman in my view has failed to establish his case on these factors that he was the Bank's employee. These replies of Shri Monto Sarkar itself goes against the petitioners case.

42. Further the point of payment of the wages in the shape of subsidy as contended by the petitioners for treating them Bank's employee. I find myself not in agreement with the petitioners' contention. Subsidy in my view in the circumstances of the case can never be termed as wage as defined in Section 2(rr) of the Act. The dictionary meaning of subsidy is "giving pecuniary help." According to Section 2(rr) (b) of the Act any contribution paid or payable by the employer for the benefit of the workman under any law for the time being in force is excluded from the definition of the wages. On this ground alone the petitioners' contention cannot be accepted. However, in both the said authorities of Reserve Bank of India Vs. Workman of Reserve Bank of India (Supra) and State Bank of India and others Vs. State Bank of India Canteen Employees Union (Bengal Circle) and others (Supra) cited on behalf of the Bank these aspects of payments of subsidy and management of the Canteen through Local Implementation Committee have been dealt with and these were not accepted as the basis to show that functioning of the Canteen was either recognised by the Bank or the Canteen employees could be considered to be Bank's employees. As found above both these authorities are well applicable in the case. Hence on its strength the petitioners contentions cannot be accepted.

43. On the other hand the Bank I find has become successful in establishing its case. At the first instance there is total denial of petitioner's case by the Bank. The Bank has denied that petitioner was its employee and relationship of master and servant ever existed between them. The Bank's case specifically is that the petitioner was himself a contractor and had an independent status. He was not appointed on the rolls of the Bank by the Bank and had never undergone any selection/recruitment procedure prevailing in the Bank. Further Bank had no authority to take any disciplinary action against him being a canteen employee. It can not direct the Canteen Employee for doing a particular work. The Bank had no say or control regarding the allocation of the work or the way in which the work should be carried out by the canteen employees.

44. The Bank's case also is that no statutory or other obligation was cast upon the Bank for providing the canteen to its officers or staff. No trade or business was ever carried out in the Canteen by the Bank. The Bank had no supervision or control over the working of the Canteen on the supply of eatables. The Bank's case again is that the amenities provided by the Bank to the Canteen were only by way of Welfare Measure.

45. These facts I find have well been supported by the evidence of Shri N. K. Jain MW1 then working as Manager in Bank's office at Okhla. He has filed the affidavit marked Ex. MW1/1. Every detail of the Bank's case has been dealt within his affidavit.

46. In his cross-examination I find the petitioners have not been able to elicit anything in their favour. I do not find any reason to disbelieve Shri N. K. Jain. His evidence is held trustworthy and reliable.

47. In view of the facts I find and hold that workman has failed to establish that canteen was in any manner a part of the establishment of the Bank and he being canteen employee was actually the Bank's employee. It is again held that providing of Canteen facility to its employees by the Bank was neither statutory nor obligatory and also not the service condition of the employees of the Bank. It is further held that workman was an independent canteen employee and the Bank has no concern with the cessation/termination of the workman and the workman is not entitled to any relief against it.

48. The point framed for consideration is decided against the workman.

49. The terms of reference is answered in the like manner and award in the case is given accordingly.

K. S. SRIVASTAV, Presiding Officer

नई दिल्ली, 23 मई, 2001

का आ. 1414.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देमा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—II, मुंबई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-01 को प्राप्त हुआ था।

[य. एन-12012/380/94-आईआर(बी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 23rd May, 2001

S.O. 1414.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal II, Mumbai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 23-5-01.

[No. L-12012/380/94-IR(B-II)]
AJAY KUMAR, Desk Officer.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II
MUMBAI
PRESENT

S.N. Saundankar

Reference No. CGIT-2/11 of 1995

Employees in relation to the Management of
A.G.M, Dena Bank.
Pune Reg. Office,
Madhav Chambers 'I'
398/A, Senapati Bapat Marg,
Shivaji Nagar
Pune-411 016

And

Their Workman
Shri Anil Mallappa Waghmare,
At & Post Belanki,
Taluk : Miraj,
Dist : Sangli (Maharashtra)

APPEARANCES :

For the Employer : Shri S.K. Talsania
Advocate.

For the Workman : In Person,

Mumbai, dated 27th March, 2001.

AWARD

The Government of India, Ministry of Labour by its Order 'No. L-12012/380/94-IR (B-II), dtd. 30-5-1995 have referred the following Industrial Dispute for adjudication :

"Whether the action of the management of Dena Bank, Pune, in terminating the services of Shri A.M. Waghmare, Sweeper/Sepoy w.e.f. 5-6-94 is legal and justified ? If not, what relief is the said workman entitled to?"

2. Pursuant to the notices the workman filed Statement of Claim Exhibit-4. The employer Dena Bank resisted the claim of the workman by filing Written Statement (Exhibit-6). Record shows that the management did not turn up, therefore my learned Predecessor vide Award dtd. 28-8-96, had adjudicated the reference.

3. It is seen from the record that on the Misc. Appln. of the management bearing No. 4 of 1996, my Learned Predecessor set aside the said Award by his order dtd. 15-7-97, consequently the matter proceeded further.

4. On the basis of the rival pleadings of the parties issues were settled (Exhibit-16). Consequently work-

man led his oral evidence by way of affidavit (Exhibit-10) and was cross-examined by the management of 25-2-2000. The matter was fixed for evidence of the management at Pune on 12-1-2001. Parties i.e. Shri Anil Mallappa Waghmare, the workman and Mr. E.B. Ramanjaneyulu, Senior Manager on behalf of Dena Bank, vide Exhibit-17 settled the dispute. Since the parties settled the dispute the following order is passed :—

ORDER

The reference is disposed of as settled vide settlement deed (Exhibit-17).

S.N. SAUNDANKAR, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Reference CGIT-2/11 of 1995

The Management of Dena Bank
Pune Regional Office
Pune

---First Party

Vs

Mr. Anil Mallappa Waghmare
At Post Belanki,
Dist : Sangli

---Second Party

MEMORANDUM OF SETTLEMENT

The workman Shri Anil Mallappa Waghmare shall be appointed in the service of the Bank as Part Time Cleaner on 1/3rd Pay Scale Wages with other allowances/perquisites and benefit as per rules and regulations as applicable to subordinate staff on scale wages category of the bank from time to time on the following terms and conditions:—

1. The Workman will be absorbed in the service of the Bank on 1/3rd Scale Wages of the pay scale in subordinate cadre with effect from the date of the award.

2. The workman will not be entitled to back-wages for the past service rendered by the workman prior to the date of the Award.

3. The past service rendered by the workman till the date of the award will not count for increments, Provident Fund, Gratuity or any other service benefits.

4. The workman will not raise any dispute in future with regard to regularisation in Bank's service. This is in full and final settlement of all claims to regularisation in Bank's service on scale wages.

5. The workman shall be eligible for proportionate annual increment on completion of 1 year from regularisation as per rules i.e., from further proportionate increment one year after the date of award

6. The Workman's appointment will be subject to his passing physical fitness examination by the Doctor approved by the Bank and on production of certificates of educational qualifications and caste certificates showing that the workman belongs to SC/ST category.

7. The workman will be on probation for a period of 6 months which is liable to be extended in terms of the service conditions governing the employees in this Bank.

8. During the period of probation the Workman's Services are liable to be terminated at any time without notice and without assigning any reason.

9. The Workman is liable to be transferred to any of the Branches of the Bank.

10. The workman will be bound by all the rules/regulations of the Bank applicable to workmen staff from time to time.

11. The workman will have to join for duties immediately. In case of any information/particulars supplied by the workman are found to be fake or that the workman has willfully supplied false information or if material information is suppressed, the workman's appointment will be terminated forthwith, without assigning any reason.

The above Reference stands disposed of on terms of this settlement.

For and on behalf of
DENA BANK

Sd/-
Illegible

Asst. Gen. Manager
Regional Office
Pune

Anil Malappa Waghmare
Pune

Identified by Adv. A. N. Kulkarni,
Dated this 11th day of January, 2001.

E.B. RAMANJANEYULU
Senior Manager,
Dena Bank
Pune

नई दिल्ली, 27 मई, 2001

का आ 1415.— आधुनिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तरी रेलवे के प्रबंधन के संबंध निरोधकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट आधुनिक विवाद में केन्द्रीय सरकार आधुनिक आधिकारण/थम न्यायालय दखन के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-5-2001 को प्राप्त हुआ था।

[सं. एल-41012/64/98-आ.आर(बी-1)]
अध्यक्ष कुमार, डेस्क अधिकारी

New Delhi, the 29th May, 2001

S.O. 1415.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal/Labour Court Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workmen, which was received by the Central Government on 29-5-2001.

[No. L-41012/64/98-IR (B-I)]
AJRY KUMAR, Desk Officer

ANNEXURE

Before the Central Government Industrial Tribunal
(Cum-Labour Court), Lucknow

Presiding Officer : Rudresh Kumar

ADJUDICATION

I.D. No. : 78/2000

BETWEEN

The Divisional Organisation Secretary
Uttar Railway Karmchhari Union,
P.O. Harchardpur Gari Kanera (Premwati Nagar)
Takiya Wali Maszid,
(espousing cause of Saidurrahman)

AND

Sr. Divisional Personal Officer,
Northern Railway
Hazratganj,
Lucknow

AWARD

By reference No. L-41012/64/98/IR(B-I) dated 28-7-2000, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (A) of section 10 of the Industrial Dispute Act, 1947 (14 of 1947) made over this industrial dispute between the Divisional Organisation Secretary Uttar Railway Karmchhari Union, Lucknow espousing cause of Saidurrahman and the Sr. Divisional Personal Officer, Northern Railway Lucknow for adjudication.

The reference is re-produced as under :

“WHETHER THE ACTION OF THE MANAGEMENT OF NORTHERN RAILWAY IN NOT PROMOTING SAIDURRAHMAN TO THE POST OF DIESEL ASSTT. ALONG WITH HIS JUNIORS WERE LEGAL AND JUSTIFIED ? IF NOT WHAT RELIEF WORKMAN IS ENTITLED TO ?

2. The scope of reference is confined to consideration of promotion of Saidurrahman to the post of Diesel Asstt. along with his juniors. This presupposes eligibility of the workman for consideration and his seniority in the feeder cadre providing

his entitlement. In addition it is necessary that the workman should be a regular employee which is an elementary factor in promotion.

3. In Short : the workman Saidurrahman, allegedly, was engaged in the year 1980 and his services were terminated, abruptly; on 3-9-1981. He raised an Industrial Dispute No. 56/86 before the CGIT-cum Labour Court, Kanpur. By order dt. 6-5-87, the tribunal held : "that the action of the management was not justified and the workman is reinstated in service. It is pertinent to mention that the said order did not mention payment of back wages to the workman. The management aggrieved by the said order, filed a writ petition No. 17910/87 which, ultimately, was dismissed on 28-5-99 by the High Court, upholding the finding of the CGIT-Cum-Labour Court, Kanpur.

4. During the pendency of the writ petition, the workman was put to duty by letter dt. 18-4-88, on the post of Substitute Cleaner subject to decision of the writ petition No. 17910/87. It should be appreciated that the status of the workman, as substitute cleaner cannot be re-opened, having been finalised by award in I.D. No. 56/86 and affirmed by the High Court in the writ petition.

5. The controversy that the workman was Substitute Cleaner or cleaner should not detain us, as his status has been finally determined in judicial pronouncement. The workman, Saidurrahman, has categorically stated in this Tribunal that he was engaged as substitute cleaner. The order dt. 18-4-88, re-engaging him as such, was not questioned. Whatever may be the position, the workman should be treated as cleaner/substitute cleaner with temporary status, entitled for regularisation, in preference to his juniors, subject to suitability judged by the authorities, entrusted with the screening work.

6. The case of the management is, that the workman Saidurrahman was screened for regularisation in the year 1996. During screening he was found medically fit. The screening committee after judging him, recommended his regularisation in group 'D' and allocated post of Box porter. Accordingly, the workman was directed to fill up requisite documents, to facilitate completion of his service book, which is necessary before he could be treated regular, against group 'D' post. The workman did not challenge his regularisation and allocation as box porter in group 'D' before any tribunal or court, though he expressed his grievances before the authorities.

7. The workman has not disputed his screening for category 'D' post and allocation as box porter. He has admitted not to have joined as box porter and also has not filled up necessary paper and completed formalities, for facilitating issue of regularisation order. The workman, admittedly, did not challenge

his screening and allocation of box porter job in category 'D' though this allocation was not to his liking. There is nothing on record to hold that the screening committee acted in mala fide manner in allocating the post of box porter to the the workman. The post of box porter being in group 'D' category could be allotted under rules and the screening committee's assessment can not be questioned in this industrial dispute, being beyond the scope of reference and also remaining unchallenged, so far. If the workman, on one pretext or the other, did not take up allocated assignment waiving his regularisation, he alone is responsible and the management can be held at fault to have not acted in bona fide manner. The workman approached Minority-Commission and was advised by the Commission to complete the formalities and comply with the order but to no avail. Arrogance, on the part of an employee to work at a particular post, against the dictate of the employer, can not be justified in law, unless element of mala fide is pleaded and established. In the present case, not a word, indicating mala fide in the employer's action, have been said, nor suggested to the witness. Thus, the inescapable inference is that the workman remains unregularised at present and can be treated regularised only when he fulfills officials requirements and joins as box porter as per screening and allocation based on his suitability.

8. Only, regular employees become eligible for promotion. As observed earlier the workman has preferred to remain unregularised and thus not eligible to be considered for promotion to any post including the post of Diesel Asstt. Also, the workman has failed to show that any junior to him has been promoted so far. During the argument, the learned A/R workman named one Amarjeet Singh but the management clarified that his promotion was affected in compliance of an order of the Central Administrative Tribunal. No evidence is on record to show that Amarjeet Singh joined later to the Saidurrahman of he did not complete records and defied to join allocated post. Thus, the workman can not draw equation with Amarjeet Singh.

9. Thus, the workman not being a regular employee as held earlier and also in absence of materials on record that his juniors have been promoted, he can not be said to be entitled to promotion as Diesel Asstt. Accordingly, the action of the management of Northern Railway in not promoting Saidurrahman to the post of Diesel Asstt. is justified. He is not entitled to any relief.

10. The award is answered against the workman
Lucknow
23-5-2001

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 31 मई, 2001

का.आ. 1416.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार हांग कांग एंड शिंघाई बैंकिंग कॉर्पोरेशन के प्रबंधन के संबंध निबोजको और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/थम न्ययालय कोलकाता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2001 को प्राप्त हुआ था।

[नं. एन-12012/228/96-आर्द्वार-(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 31 May, 2001

S.O. 1416.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hongkong & Shanghai Banking Corporation and their workman, which was received by the Central Government on 30-5-2001.

[No. L-12012/228/96-IR-(B-1)]

AJAY KUMAR, Desk Officer
ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 37 of 1997

Parties : Employers in relation to the management of Hongkong & Shanghai Banking Corporation, Calcutta.

AND

Their workman.

Present :

Mr. Justice Bharat Prasad Sharma
Presiding Officer

Appearance :

On behalf of Mr. A.K. Sil Advocate with

Management Ms. S. Dutta, Advocate

On behalf of Mr. Lallan Singh the concerned
Workman workman in person.

State: West Bengal. Industry Banking.

AWARD

By Order No. L-12012/228/96 IR (B. I) dated 18-09-1997 the Central Government in exercise of its powers under section 10(1)(i) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of M/s. Hongkong & Shanghai Banking Corporation Calcutta in dismissing Shri Lallan Singh

vide management's letter dated 15-3-95 was justified ? If not, what relief the workman is entitled ?”

2. When the matter is taken-up today on the prayer of the parties, a Joint Petition of Compromise is filed by them stating the matter has been settled between the parties and an Award is prayed for in terms of the settlement, which was also filed alongwith the petition. On being asked the concerned workman stated that he is satisfied with the terms of the settlement and he signed the settlement after fully understanding the same.

3. I have gone through the terms of the settlement, which appears to be fair and in the interest of the parties. I accordingly accept the prayer of the parties and pass an Award as per the terms of the settlement which will form part of this Award as Annexure-A.

4. The reference is disposed of accordingly .

B.P. SHARMA, Presiding Officer

Dated Kolkata,

The 18th May, 2001.

ANNEXURE-A

BEFORE THE LEARNED CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
WEST BENGAL

In the Matter of :

An Industrial Dispute of I.D. Act, 1947;

And

In the matter of

Ministry of Labour, Order No.

L-12012/228/96-(B-1) dated 18-9-97;

And

In the Matter of ;

Case No. 37/97/1107;

Between

Sri Lallan Singh,

C/o Md. Mahamud Raja,

5, Jan Nagar, 2nd Lane,

P.O. Sntally, Calcutta-700 014.

Vs.

The Manager (Eastern India),

M/s. Hongkong & Shanghai Banking Corporation Ltd.

8, Netaji Subhas Road,

Calcutta 700 001.

TERMS OF SETTLEMENT

1. The parties to the above industrial dispute and negotiations in the matter wherein they agreed to settle the above dispute mutually on the terms and conditions mentioned below :

(a) The Workman i.e. Sri Lallan Singh is withdrawing the present industrial dispute

which is the subject matter of Case No. 37/97/1107 pending before this Ld. Tribunal, unilaterally and with free consent without any pressure from the management.

- (b) The Management i.e. The Hongkong & Shanghai Banking Corporation Ltd. will pay to Mr. Lallan Singh by way of ex-gratia lump-sum amount of Rs. 2,00,000/- in full and final settlement of all legal claims which may be due to him for and till date his dismissal of services i.e. 15th March, 1995. The said amount shall be paid to him by way of cheque within one week from the date of the order of settlement to be passed by the Ld. Tribunal herein.

2. After the payment of Rs. 2,00,000/- to Mr. Lallan Singh the Workman shall have no claim whatsoever against the Bank i.e. Hongkong & Shanghai Banking Corporation Ltd.

3. By filing this terms of settlement the Ld. Tribunal, be requested on behalf of the parties to pass an award in terms of this settlement. Such request to the Ld. Tribunal may be made by filing a joint compromise petition by the parties.

Dated this 18th day of May, 2001.
Mr. Lallan Singh Rahaul Ghatak

The Hongkong & Shanghai
Banking Corporation Ltd.

The terms of settlement have been explained to Shri Lallan Singh in a language understood by him.

नई दिल्ली, 31 मई, 2001

का.आ. 1417.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बालिया क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर, के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2001 को प्राप्त हुआ था।

[सं. एल-12012/196/96-प्रार्थभाग-(बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 31 May, 2001

S.O. 1417.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court Kanpur as shown in the Annexure in the Industrial Disputes between the employers in relation to the management of Ballia Kshetriya Gramin Bank and their workman, which was received by the Central Government on 30-05-2001

[No. L-12012/196/96I-R-(B-1)]
AJAY KUMAR, Desk Officer

ANNEXURE

Before Shri R.P. Pandey Presiding Officer
Central Government Industrial Tribunal
cum-Labour Court 117/9 Sarvodaya Nagar,
Kanpur Industrial Dispute No. 183 of 1997
In the matter of dispute between —

Shri Virendra Ojha
Village Ojha Ke Chayra
P.O. Tikampur
Distt. Ballia

And

The Chairman
Ballia Kshetriya Gramin Bank
Head Office Indira Market
District Ballia U.P.

AWARD

1. Central Government Ministry of Labour, vide its notification No. L-12012/196/96-IR (B) dt. 5-9-97, has referred the following dispute for adjudication to this Tribunal —

Whether Shri Virendra Ojha an ex-daily wage employee of Ballia Kshetriya Gramin Bank had put in 240 days of attendance during preceding 12 months of 29-5-89? If so whether the action of the management of Ballia Kshetriya Gramin Bank in terminating the services of Sh. Virendra Ojha w.e.f. 29-5-89 is justified? If not what relief the workman is entitled?

2. Statements claim has been filed by the applicant with the allegations that he was appointed as part time messenger in Subordinate cadre by the Chairman of Ballia Kshetriya Gramin Bank (hereinafter referred to as bank for the sake of brevity) and was posted at bank's Kotwari branch where he reported for duty on 8-11-79 By nature of employment the applicant falls in the cadre of workman as defined under section 2(s) of Industrial Disputes Act, 1947. He was transferred from Kotwari Branch to different other branches and worked in those branches for years. Although he was called part time messenger but he was working throughout the whole day. He was made permanent on the post of messenger w.e.f. 1-4-86. His service were abruptly terminated on 29-5-89 by the manager of Ballia Kshetriya Gramin Bank who had no authority to do so. His termination from the service was illegal as it was made in violation of provisions of section 25F of the Act. The applicant had completed 240 days of service before the date of termination, hence he was entitled to get protection of Section 25F of the Act. On the basis of these allegations the applicant has prayed that his order of termination from services dated 29-5-89 may be declared illegal and unjustified and may be quashed and he may be reinstated in service with full back wages.

3. The management has filed written statement with contention that the concerned applicant was engaged as a labour on daily wage basis by Ballia Kshetriya Gramin Bank. He was paid wages on daily wage basis for the number of days for which he worked. His working hours were not fixed by the Bank and the same were dependent on the sweet will of the applicant. He was never made permanent on any post nor he had been ever selected on any post in the Bank according to Rules of the Bank. He was paid sundry charges through the vouchers when ever he actually worked. The bank denied that he ever worked for more than 240 days in any calendar years during 12 preceding months from 29-5-89. He was irregular in attending the bank, hence bank discontinued his service w.e.f. 29-5-89. He had worked on daily wage basis as part time worker for 73 days only during 12 preceding months before 29-5-89. It has been alleged that he was not entitled to get protection of Section 25F of I.D. Act and he was not a workman as defined under Sec. 2(s) of the Act. It has been alleged that the workman had no right to hold any post and there is no illegality in the order whereby his services have been terminated and he is not entitled to get any relief in this case and his claim is liable to be rejected.

4. The workman has filed rejoinder in which he has reiterated the facts alleged by him in the statement of claim.

5. The workman did not adduce any oral evidence and none appeared even to prove the document filed by him. On the other hand the management examined Shri R. R. Gupta M.W.I. Management filed 20 documents marked Ext. M-1 to M-20 in support of its case.

6. I have heard the authorised representative for the management and have gone through the record of the case.

7. The authorised representative for the management has argued that the concerned workman was a part time daily wage earner and was engaged according to the need of the bank and when his work was not found satisfactory and he did not attend the duties regularly he was disengaged by the bank. It has come in the evidence of M.W.I. that no appointment letter was issued in favour of the workman. The workman has also not produced any documents to show that he was ever appointed against any post in the bank by the Chairman of the Bank who was Appointing Authority of all the post in the Bank. The evidence filed by the management goes to show that the concerned workman was a part time daily wage earner and was paid wages for those days on which he worked as part time casual worker. The vouchers filed by the management go to show that he had not worked for more than 73 days before the date of termination of his services. There is no evidence on record to show

that he had worked for more than 240 days before the date of termination of his service. There is no evidence on record to show that the concerned workman had completed 240 days in the service of the bank before the alleged date of termination i.e. 29-5-89. There is nothing on record to show that the concerned workman was selected against any post in the bank by the appointing authority /competent authority. I, therefore, agree with the contention of the management that the concerned workman being part time daily wage earner and casual worker could not get status of an employee of the bank and was not entitled to get protection of Section 25F of the Act.

8. The authorised representative for the bank has drawn my attention towards law laid down by Honble Supreme Court of India in the case of Himanshu Kumar Versus State of Bihar, 1997 (76) FLR 237 which is as under :

Admittedly they were not appointed to the posts in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees working on daily wages. Under these circumstances, their disengagement from service cannot be construed to be a retrenchment under the Industrial Disputes Act. The concept of 'retrenchment' therefore cannot be stretched to such an extent as to cover these employees. Since they are only daily wage employees, and have no right to the post, their disengagement is not arbitrary.

The law laid down in the case cited above fully applies to the facts of the present case also. As the concerned workman was a part time daily wage casual worker he could not get status of an employee of the bank, as he was never appointed against any post in the bank after selection according to the rules of the bank hence he was not entitled to get protection of the provisions of section 25F of I.D. Act, specially when there is no evidence on record to prove that he worked for 240 days before the date of termination.

9. In view of above consideration I hold that Shri Virendra Ojha an ex-daily wage employee of Ballia Kshetriya Gramin Bank had not put in 240 days of attendance during preceding 12 months from 29-5-89 and the action of the management in terminating the service w.e.f. 29-5-89 was fully justified because the concerned workman was not entitled to get protection of Section 25F of I.D. Act. I, therefore, hold that the concerned workman is not entitled to get any relief in pursuance of the reference made to this tribunal.

10. Reference is answered accordingly against the concerned workman.

R. P. PANDEY, Presiding Officer

14-5-2001

नई दिल्ली, 31 मई, 2001

का.आ. 1418.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय औद्योगिक विकास बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अवि-करण/श्रम न्यायालय, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2001 को प्राप्त हुआ था।

[सं. एल-12012/40/97-आईआर-(बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st May, 2001

S.O.1418.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhartiya Audyogik Vikas Bank and their workman, which was received by the Central Government on 30-5-2001.

[No. L-12012/40/97-IR-(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

Before Sri R.P. Pandey Presiding Officer
Central Government Industrial Tribunal cum Labour
Court 117/9 Sarvodaya Nagar, Kanpur.

Industrial Dispute No. 67/98

In the matter of dispute between:

Chief Secretary

Reserve Bank 'D' Class Employees Union

C/o Reserve Bank of India

Main Road Kanpur

And

General Manager

Bhartiya Audyogik Vikas Bank

Virendra Smriti 15/54 Civil Lines

Kanpur

Award

1. Central Government Ministry of Labour,
New Delhi, vide its notification no. L-12012/40/97-IR
(B-1) dated 2-4-98 has referred the following dispute
for adjudication to this Tribunal—

Kya Bhartiya Audyogik Viakas Bank Kanpur Ke
prabandhan dwara Sri Hansram Atmaj Swargiya
Dhunni Ram ko dinank 28-10-91 dwara Dandit
Kiya jana uchit aur vaidhanik hai? Yadi nahi to
sambandhit karmkar kis anutosh ka haqdar hai?

2. On behalf of the workman Hansram statement of claim has been filed with the allegations that Sri Hansram the concerned workman who was working in the opposite party bank as part time sweeper since 1980 in Kanpur Branch. A charge sheet dated 2-7-90 was issued to him with allegations that he failed to discharge his duties on several dates as sweeper. The concerned workman requested for the copies of the relevant rules and other documents on which the management relied in support of the charges. The management without giving any heed to his request appointed Shri J.N. Chindra as Enquiry Officer and Shri R.K. Bansal as Presiding Officer to hold enquiry against the concerned workman. The enquiry officer held the enquiry without giving full opportunity to the delinquent employee and submitted his report to the Disciplinary Authority. The disciplinary authority issued a show cause notice but a copy of the report of the enquiry officer was not furnished to him. The management without giving any fair and proper opportunity issued order of punishment dated 28-10-91 whereby substantive pay of the concerned workman was reduced by three stages for a period of three years with effect from the date of that order and accordingly his substantive pay was reduced from Rs. 1460/- per month to Rs. 1280/- per month in the pay scale of Rs. 980-2100 with immediate effect. It was also provided in the order of punishment that the deductions will have the effect of withholding of increments falling due during the intervening period and also have the effect of postponing of future increments for three years. Aggrieved by that order the concerned workman raised industrial dispute which has been finally referred to this tribunal by the Government of India for adjudication. The concerned workman has prayed that the impugned order punishment may be declared void ab initio illegal and may be quashed.

3. The management of I.D.B.I. Kanpur has admitted in its written statement that the concerned workman Shri Hansram was a part time sweeper in Kanpur Branch of the bank. When he failed to discharge his duties on several dates despite written instructions given to him he was charge sheeted for the same. The concerned workman demanded copy of the evidence and relevant rules which were furnished to him, thereafter he submitted a written reply to the chargesheet which was not found satisfactory hence enquiry officer was appointed to hold the enquiry against the delinquent employee. The enquiry officer recorded statement of witnesses but the concerned workman and his defence representative did not participate in the proceedings. Ultimately the enquiry officer hold the enquiry ex parte and submitted his report to the disciplinary authority. The disciplinary authority issued a show cause notice to the concerned employee on 25-9-91 along with the copy of

the enquiry report. The concerned employee refused to take that show cause notice. Thereafter, disciplinary authority the impugned order of punishment on 28-10-91. It has been alleged that neither the enquiry officer nor the disciplinary authority violated the principle of natural Justice during the course of enquiry. It has been alleged that the claim of the concerned workman is liable to be rejected and the reference may be decided in favour of the management.

4. On behalf of the workman 25 documents were filed whereas the management has filed 44 documents. During the pendency of the proceedings the concerned workman died but the case proceeded according to law in accordance with the provisions of the Industrial Disputes Act and the rules made thereunder as under the law a case was to be decided on merits even after death of the workman. In this case following preliminary issue was framed—

Whether the domestic enquiry conducted by the management was fair and proper?

5. Documents filed by the management have been proved by the uncontroverted affidavit filed by Sri I.H. Biswas an officer of the IDBI Kanpur. On the date of arguments none appeared on behalf of the workman and I have heard the authorised representative for the management.

6. The authorised representative for the management has argued that the enquiry proceedings against the delinquent employee was conducted in a fair and proper manner and there is no illegality in the impugned order of punishment passed against the concerned workman. After going through the record in this case I find force in this contention.

7. The papers filed by the management go to show that the delinquent employee had failed to discharge his duties on several dates although he was instructed in writing to do his duties as a sweeper on the second floor of the bank. He was chargesheeted for the same. The copies of the documents evidence and relevant rules were furnished to him and the concerned workman submitted his reply denying charges levelled against him. The enquiry officer informed him about the date when enquiry will be held but the delinquent employee and his defence representative did not appear before him on the date of hearing at the time fixed by the enquiry officer. The enquiry officer waited for them for some time and thereafter proceeded to record statement of first witness examined by the management. The delinquent employee along with his defence representative appeared and requested that the evidence of witness recorded by the enquiry officer should be rejected because the same was not recorded in their presence.

The enquiry officer insisted that there is no rejecting the evidence of witness and the defence representative or the workman may cross examine that witness but the concerned workman and his defence representative refused to cross examine the witness and thereafter they did not participate in the proceedings of the domestic enquiry. The enquiry officer had no option but to proceed ex parte against the employee and to record statement of witnesses during the course of enquiry and after considering oral and documentary evidence on record submitted his enquiry report dated 26-7-91 along with his letter dated 29-7-91. A show cause notice along with enquiry report was furnished to the delinquent employee who refused to receive the same. A show cause notice along with enquiry report was sent to the last known address of the employee but the same was returned undelivered. In these circumstances the disciplinary authority passed the impugned order of punishment dated 28-10-91. This shows that the enquiry officer gave full opportunity of to the employee to participate in the domestic enquiry but the concerned workman deliberately failed to co-operate in the enquiry proceedings. When he refused to take show cause notice which was furnished to him along with copy of enquiry report it is not open for delinquent employee to say that the copy of enquiry report was not given to him. The record shows that full opportunity of hearing was given to the delinquent employee by the enquiry officer as well as disciplinary authority but the delinquent employee himself did not avail that opportunity. Now it was not open for him to say that reasonable opportunity of hearing was not given to him during the course of enquiry.

8. In view of findings recorded above, I hold that the domestic enquiry was fairly and properly held against the delinquent employee. I, therefore, do not find any illegality in the impugned order of punishment passed against the delinquent employee.

9. In the result it is held that the action of the management of IDBI in awarding punishment dated 28-10-91 against the concerned employee is legal and justified, consequently the concerned employee is not entitled to get any relief in pursuance of this reference.

10. Accordingly reference is answered against the concerned employee.

R.P. PANDEY, Presiding Officer

नई दिल्ली, 30 मई, 2001

का.प्र. 1419 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार इंडिया बैंक के प्रबंधकों के संबंध में निम्नलिखितों और

उनके कार्मिकों के बीच, अन्तर्बन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-05-2001 को प्राप्त हुआ था।

[सं. एल-12012/168/99-आई. आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 30th May, 2001

S.O. 1419.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 29-5-2001.

[No. L-12012/168/99-IR(B-II)]
C. GANGADHARAN, Under Secy.
ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM LABOUR COURT: CHENNAI

Friday the 11th May 2001

PRESENT:

K. Karthikeyan,
Presiding Officer.

Industrial Dispute No. 288/2001
(Tamilnadu Industrial Dispute No. 295/99)

BETWEEN

The General Secretary,
Indian Bank Employees Union,
Chennai.

Claimant/I Party

AND

The General Manager,
Indian Bank,
Chennai.

II Party

APPEARANCE

For the Claimant: Sh. R. Rengaramanujam, Advocate.
For the Management: M/s. Aiyar & Dofia, Advocates.

The Govt. of India in Ministry of Labour in exercise of powers conferred by Clause(D) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Dispute Act, 1947, have referred the following dispute for adjudication vide order No. L-12012/168/99/IR(B-II) dt. 11-11-1999:—

‘Whether the demand of the Indian Bank Employees Union for empanelment of Sh. J. Susai Xavier as temporary sub-staff is justified? If not, what relief is he entitled to?’

2. This case was referred earlier to the Tamilnadu Industrial Tribunal for adjudication, where it was taken on file as I.D. No. 295/99. On receipt of notice from that Tribunal both the parties appeared through their respective counsel. Though the case was adjourned there granting time for the Claimant for filing claim statement even since their appearance on 10-03-2000 through counsel, they have not chosen to file it till this case was transferred on 09-01-2001 to the file of this Tribunal as per the orders of the Central Govt. On receipt of the records this case was taken on file on 31-01-2001 as I.D. 288/2001. Notices were sent to the counsel on either side informing them about the transfer to this case to the file of this Tribunal from the file of Tamilnadu Tribunal with a direction to appear before this Tribunal on 13-02-2001 with their respective parties to prosecute this case for adjudication. Though the counsel on either side appeared before this Tribunal on receipt of notice from this Tribunal and the counsel for I Party/Claimant took time for filing claim statement, no statement is filed so far though

it is posted today as last chance for filing claim statement. Today when the matter was taken up, the counsel for II Party/Management alone is present. Neither the I Party/Claimant nor his counsel is present. There is no representation for I Party/Claimant. The claim statement of I Party/Claimant is not filed. Under such circumstances, due to the non representation and in action of the I Party/Claimant, there is no other option for this Tribunal but to conclude that no dispute exists now between the parties to this dispute.

In the result this Industrial Dispute is dismissed for default for non representation and non prosecution by the I Party/Claimant. Accordingly ‘No Dispute’ award is passed.

(Dictated to the Stenographer and transcribed and typed by him and corrected and pronounced by me in the open court on this day, the 11th May, 2001.

K. KARTHIKEYAN, Presiding Officer

नई दिल्ली, 30 मई, 2001

का.आ. 1420.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अन्तर्बन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-05-2001 को प्राप्त हुआ था।

[सं. एल-12012/31/97-आई. आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 30th May, 2001

S.O. 1420.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Calcutta as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 29-5-2001.

[No. L-12012/31/97-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT KOLKATA

Reference No. 09 of 1998

PARTIES:

Employers in relation to the management of Bank of India.

AND

Their Workmen

PRESENT:

Mr. Justice Bharat Prasad Sharma, Presiding Officer.

APPEARANCE:

On behalf of Management.—Mr. S. Kumar, Deputy Chief Officer (I.R.)

On behalf of Workman.—Mr. R. Chattopadhyay, Member, Jaw Sub-Committee, Bank Employees' Federation (West Bengal).

STATE: West Bengal.

INDUSTRY: Banking.

AWARD

By Order N. L-12012/31/97-IR(B-II) dated 27-2-1998 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

'Whether the demand of Shri Susanta Kumar Kayal for reinstatement with full back wages by the management of Bank of India is justified? If so, what relief the said workman is entitled to?'

2. The present reference arises out of the removal of a workman, Susanta Kumar Kayal from service of the Dehala Branch of the Bank of India. It has been stated on behalf of the workman that he was engaged in the Bank since its inception, but in the year 1993 there was a notice issued by the Head Office of the Bank to discontinue with the practice of engagement of casual, temporary and badli sub-staff. It has further been stated that on the basis of this notice, the said workman was removed from service without any reason being assigned all on a sudden. It has been claimed that he was working since 1982 in different positions on daily payment of Rs. 30 per day. It is stated that the payment was being made to him after receiving his signature on the payment vouchers. He continued till 16th February, 1995. It is stated that two sub-staffs, namely, Babulal Naskar and Daben Ch. Naskar were transferred from the Branch on promotion in the year 1994 and so two posts were lying vacant, but instead of absorbing the said workman in spite of his applications dated 23-5-1990 and 23-2-1991 for his absorption and appointment on permanent basis, the Bank compelled him to work on daily payment. It is stated that the said workman had worked on 14th February, 1995 in the Branch upto 10 P.M. under the order of the Branch Manager and he was paid @ Rs. 50 for the day on 16th February, 1995. It was so because on 15th February, 1995 he did not attend office on account of his illness. However, he reported to the Branch on 16th February, 1995 in spite of the advice of the Doctor not to move as he was anxious to earn something to meet the family expenses. On that date he was called by the Manager to his chamber and he was compelled to write down that the payment vouchers relating to him were signed by him although by mistake. He wrote it under coercion and threat and thereafter he was verbally asked by the Manager not to attend the Bank. On 18th February, 1995 he sent an application through registered post for leave attaching xerox copy of the prescription of the Doctor and on 24th February, 1995 also he sent another application through registered post for extension of leave, but he did not receive any reply. According to the workman he had rendered service continuously and uninterruptedly since 1982 and had acquired right to be absorbed in the post of sub-staff on regular basis against one of the two vacant posts as stated earlier. It is stated that the Branch Manager terminated the service of the workman in illegal and unlawful manner and therefore according to him he was entitled to be reinstated. However, when he did not hear anything from the management, he raised an industrial dispute before the management, but the management did not respond to his raising the dispute and thereafter he approached the Hon'ble High Court of Calcutta in a Writ Petition under Article 226 of the Constitution of India, which was registered as matter No. 340 of 1995. On 23-11-1995 an order was passed by the Hon'ble High Court in which the Zonal Manager of the Bank of India Eastern Zone, was directed to consider the representation of the workman within two weeks from the date and to dispose of the same within six weeks thereafter by passing a reasoned order. It is further stated that on the basis of the said order the workman submitted his representation on 28th November, 1995 and appeared before the Zonal Manager, but the hearing took place just in a casual manner without observing the principles of natural justice and the Zonal Manager also refused to accept his prayer by order dated 6-1-1996. The workman then filed a petition for review of the order, but no attention was paid and when he did not receive any reply, he raised an industrial dispute before the Assistant Labour Commissioner (Central), Calcutta. The Assistant Labour Commissioner started conciliation proceeding, but it could not materialise and ultimately the failure report was submitted to the Government of India and accordingly the present reference has been made.

3. In the written statement filed on behalf of the management, inter alia, the maintainability of the reference has been challenged and it has been stated that the manner of the

reference itself is vague and therefore the jurisdiction cannot be decided. It is stated that casual and badli workers are never treated as regular employees, and do not have any guaranteed right of employment and therefore the effort of the management to minimise the engagement of casual and badli workers cannot be termed as adoption of unfair labour practice. It is stated that the employer Bank is a commercial organisation and it is required to act on business principles. Therefore, the inter office memorandum and communications cannot be said to have been issued in violation of the provisions of the Industrial Disputes Act. It has been stated that the claim of the workman that he was continuously working since 1982 is totally false and it is denied. It is also stated that the said workman happened to work as coolie in the South Suburb Dehala Branch of the Bank as and when required. For this purpose the Branch used to engage 2/3 coolies on casual basis for performing various kinds of works on temporary basis. It is also stated that as different persons were engaged on various days, not as regular workers, the Bank did not consider it necessary to maintain records of such persons. The payments for engagement of such coolies are reimbursed to the Manager or Deputy Manager on obtaining signature of the Manager or the Deputy Manager on the reverse of these vouchers and as different persons are engaged for this purpose the Bank or its officials do not write the names of the coolies in the vouchers. Therefore, the plea of the workman that he used to sign the vouchers on its reverse at the time of receiving payment were false and incorrect. It is also stated that the said workman was actually working in the canteen run by the canteen committee having an independent status and was also working as Generator of a private generator owner. But he had every excess to the premises of the Bank and taking advantage of this situation he had signed the reverse of the payment vouchers prepared by the Bank for payment to coolies in addition to the signature of the officer appearing on the reverse of the vouchers. It is also further stated that the said workman also confessed aforesaid facts in a statement given on 16th February, 1995 before the Manager and several staffs of the Bank who all signed the said statement. As there was allegation against him that he surreptitiously and in illegal manner signed the vouchers taking advantage of his access to the office of the Bank and he admitted this fact in presence of 11 witnesses, the Bank decided not to engage him any further in the Bank as he had lost the confidence of the Bank. However, when the Bank decided to stop him from being engaged, the contractor of the generator also removed him and he was also stopped from working in the canteen where he was working as canteen-boy. It has been stated on behalf of the management that the workman concerned was actually working as a man engaged by the contractor who was providing generator service to the Bank. He was also engaged by the canteen committee and he was being paid by the two different establishments. As he was available there, the Bank management also from time to time used to engage him as coolie temporarily when the occasion arise and he was being paid separately for this purpose. It has been denied that he was actually regularly employed by the Bank for any other purpose. It has also been categorically stated that between 1992 to 1995 he had worked for a few days only during each year, i.e. for 35 days in 1992, for 25 days in 1993, for 148 days in 1994 and 33 days only in 1995 and therefore he had not worked for 240 days continuously in any particular year prior to his suspension of work and therefore there was no question of his claiming absorption in the permanent post in the Bank. It has also been stated that the workman concerned was never engaged by the Bank exclusively and he was only engaged on part-time basis and for which he was paid separately and the payment was made from the advances drawn by the Manager or Deputy Manager for this purpose. It has been stated that there is no practice of the signature of the workman being taken on the reverse of the payment vouchers and wherever his signature occurs it is all fabricated by him and has been made without any authority and knowledge of any officer of the Bank. In the circumstances the management was justified in deciding not to engage him any further. It is contended that there are certain rules regarding appointment of Class-IV employees in the Bank and any person cannot claim to be appointed only because there was some vacancy. The claim for absorption of the workman concerned had no basis and therefore there was no question of attending to his request by the management. In sum and substance, it has been stated on behalf of the management that the workman concerned was never in continuous and regular service of the Bank and his

removal cannot be treated as a 'retrenchment' and the question of his absorption or regularisation did not arise.

4. Both the parties adduced oral as well as the documentary evidence. The concerned workman has examined himself as WW-1. The most interesting feature of his evidence is that he has stated many things in his examination in chief itself which were not mentioned in the statement of claims filed on his behalf. Whereas in the statement of claims he stated that he was serving in the Bank on casual basis from the year 1982 itself and he worked till 14th February, 1995, in his evidence he stated that he was working in the canteen of the Behala Branch of the Bank of India as a canteen boy. He stated that he started working in the canteen in the year 1982 on the basis of the verbal order of the Manager of the Branch. He also stated that the canteen was also situated within the premises of the Bank and furniture etc. were also supplied by the Bank. He stated that he was initially paid Rs. 200 per month and subsequently his remuneration was enhanced to Rs. 300 per month. He also stated that in addition to the payment of remuneration, he was getting bonus also and no other benefit was available to him. He has stated that the Canteen Manager used to be appointed by the Bank Manager every year and the Canteen Manager used to make payment to him. He has stated that the Canteen Manager used to be a staff of the Bank. However, he admitted that he did not receive any appointment letter from anybody of the Bank. He further stated that apart from working in the canteen, he used to discharge duties in the absence of the Peons of the Bank and he also used to sweep the floor of the Bank in the absence of the Sweeper and for additional work he used to receive Rs. 25 to Rs. 40 per day on the basis of the work done. He has also stated that for this additional work, the Branch Manager used to issue voucher and he used to sign the vouchers for receiving payments. Thereafter he has stated that on 16-2-1995 he was called by the Bank Manager when he was operating generator and he was told that he should give something in writing, failing which he would be handed over to the Police and he was also detained there till 10 P.M. in the night. However, he gave a statement in writing and on the next date when he went to the Bank, he was told by the Canteen Manager that he was not required to work in the Canteen. He has denied that he had signed the vouchers, other than those for which he had not received payment. He also denied that he had signed the vouchers stealthily and in an unauthorised manner. He has stated that there was no written complaint or charge-sheet against him and there was no departmental enquiry. No written order was also passed regarding his retrenchment and he did not receive any retrenchment compensation. He has further stated that a person who was known to him and was working in the Main Office of the Bank was appointed on regular basis in the Bank and so he carried the impression that if he worked in the canteen of the Bank his service could be regularised. He has disclosed the name of that person as Surendra Nath Biswas. In his cross-examination he has given very confusing answer as to why he did not mention this fact in his written statement that he was working in the canteen. In reply he stated that he said so because he had the impression that he will get a regular job, if he worked in the canteen. He has clarified that by saying that he was receiving Rs. 30 per day for his work which was in lieu of the work done by him in the Bank in addition to his work done in the canteen. He has also further stated that he had stated to the person who prepared his statement of claims that he was working in the canteen, but he was unable to say as to why it was not written. He has also further stated that the generator in the Bank was being operated by a private operator, namely, Narayan Banerjee and he was asked to operate the generator by that Narayan Banerjee who used to pay him Rs. 500 per month. He also admitted that he was working as operator of the generator from before he was asked by the Manager to work in the Bank. He has stated that he used to work as a Peon in the Bank in time of necessity and he used to get additional remuneration of Rs. 30 per day when he worked as such. He also stated that he used to receive his wages daily, while he used to receive his payments in the canteen on monthly basis. Similarly he used to receive payment as Generator Operator on monthly basis. He has stated that apart from him there were two other persons also who were engaged in the Bank as Peons during that period. He also admitted that while he was working as Peon in the Bank, he knew where the registers and vouchers were kept in the office. So far as the bonus is concerned, he has stated that he used to receive the same

from the Manager of the canteen and for operating the generator, he used to receive bonus separately from the owner of the generator, whereas for working as a Peon he did not receive any bonus. He, however, testified to the signature on a statement purported to have been made by him in writing, marked Ext. M-2. He has also stated that altogether 22 to 30 persons were working in the Bank. He also stated that the Manager also signed the said document, Ext. M-2, but, so far as the other persons are concerned, he could not say as to how they had signed. So far as Ext. M-3 is concerned, it is a minutes of the proceeding before the Zonal Manager in pursuance of the order of the Hon'ble High Court and the witness admits that he had put his signature on this document which is in English, but the contents of the document were explained to him in Bengali. When he was shown a bunch of vouchers produced on behalf of the management, he said that while a set of vouchers bear his signatures, the other set of vouchers did not bear any signature. In this view of the matter, it has been pointed out on behalf of the management that it becomes clear that there was no practice of signature of the payee being taken on the vouchers and it has been also pointed out that on the vouchers Ext. M-4 series there is no signature of anyone excepting the officer of the Bank on the back of these vouchers on other vouchers starting from Ext. M-4/35 to Ext. M-4/65 and some other vouchers the signatures of the workman occur. It has also been pointed out that if it is considered in the light of the statement this workman gave in writing vide Ext. M-2, which was signed by as many as 11 witnesses of the Bank, it becomes clear that it was a clear case of manipulation by this workman taking advantage of the facts that he had knowledge and access to the documents which is admitted. So far as Ext. M-3 is concerned, it contains several details disclosing the circumstances giving rise to this dispute. He has admitted in his statement before the Zonal Manager that the canteen was being run by a Canteen Committee and that he had received a certificate from one Mr. Arun Bose regarding his working in the canteen for 8 years at a time when he was not present there. At one place he has also stated that he worked as a Clerk also, but he clearly admitted that it was done in an unauthorised manner on the request of a female Clerk of the Bank and he was not asked to do so by the management.

5. In this back-ground, considering the evidence of MW-1, Paritosh Chakraborty it appears that he has stated that he was working in the Behala Branch of the Bank between June, 1994 to July, 1997 as Manager. He stated that canteen facility was available to the employees of the Behala Branch which was managed by a canteen committee constituted by the members of the staff and the management had nothing to do with the canteen. He also stated that a generator was being provided on being hired on monthly basis and one Susanta Kumar Kaval was operating the generator during that period. He stated that this workman was not paid for his work as generator operator by the management and he was engaged by the owner of the generator. Similarly, the management was also not making payments to him as Canteen-boy and he was being paid by the canteen committee. However, he admits that the said workman was being engaged by the Bank from time to time and he was being paid separately on daily wage basis for this purpose. He has stated that the system of payment to the casual coolie is that the Manager or Deputy Manager withdraws the cash in advance and then the payments are made to such coolies. But the person to whom such payment is made is not required to put his signature and in this view of the matter he has pointed out that on some of the vouchers there are signature of the Manager only at the back side, but, on other set of vouchers, Shri Kaval had also signed. He has also stated that he had signed the statements given in writing by this workman, Ext. M-2 and apart from him other members of the staff also signed it as witnesses. He has stated that before the document, Ext. M-2 came into being, he was informed by some staff that the workman Susanta Kumar Kaval was found signing on the reverse of the vouchers and then he called him and enquired from him in presence of some members of staff and he admitted his mistake and gave a statement in writing. Obviously this document Ext. M-2 is written by the concerned workman in Bengali.

6. So, reading the entire evidence, it becomes clear that actually this workman was originally engaged as Operator of the generator by the owner of the generator and because he was required to operate the generator part-time only and in case of necessity, the canteen engaged him as Canteen-boy and only at times of necessity, the management of the

Bank engaged him for few days for doing some casual duty, but, with the passage of time he developed ambition and started manipulating documents in order to make out a case for his absorption. When the management discovered it he was accosted and he admitted his guilt in presence of the other staffs. So, he lost confidence of the Bank and the Bank decided not to engage him in future. Therefore, so far as the Bank is concerned, it cannot be said that the Bank terminated his service or retrenched him, because he was not in regular service of the Bank and there is absolutely no material to show that he had worked in the Bank continuously for 240 days in the year preceding his termination. His employment in the Bank appears to be a case of purely casual and temporary nature and such employee cannot be given right to absorb him on permanent basis. It is also significant to note here that here the workman has started challenging his termination treating it as retrenchment which is illegal, but it is not in terms of the reference. According to the terms of reference the only fact to be considered is whether his claim for regularisation is correct and legal or not. From the discussions made above, it becomes clear that the workman has failed to make out a case for regularisation.

7. Several decisions relating to illegal retrenchment and reinstatement of canteen workers and persons engaged through contractors have been cited by the representative of the workman. But these decisions are at all applicable in this case in view of the facts and peculiar nature of the case discussed above. It is not a case in which he was retrenched by the management. Rather, the management only decided to stop taking work from him because he had lost confidence of the Bank and the Bank though it unsafe to engage such a person for any work. It appears that after the decision of the Bank not to engage him any further, the owner of the generator also decided to remove him from his service and automatically he was also removed by the canteen committee which had a separate entity. There is no materials in this case to show that the canteen was being run by the management or that the canteen committee was actually part and parcel of the establishment of the Bank being a statutory canteen. Therefore, the relationship of employer and employee does not appear to have existed between the management and the workman concerned. The workman, therefore, does not appear to be entitled to any relief in this case.

8. Accordingly, the reference is disposed of and the workman is held to be not entitled to any relief what-so-ever. Dated, Kolkata,

The 17th May, 2001.

B. P. SHARMA, Presiding Officer

नई दिल्ली, 25 मई, 2001

का.आ. 1421.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-05-2001 को प्राप्त हुआ था।

[सं.एल-20012/359/96-आईआर(सी-1)]
एस. एस. गुप्ता, अव्वर सचिव

New Delhi, the 25th May, 2001

S.O. 1421 —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2 Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of C.C.L. and their workman, which was received by the Central Government on 23-5-2001.

[No. L-20012/359/96-IR(C-1)]
S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT

Shri B. Biswas,
Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 143 OF 1997

PARTIES : Employers in relation to the manage-
ment of Central Coalfields Ltd. and
their workman.

APPEARANCES :

On behalf of the Shri D. Mukherjee, Advocate
workman : and Shri K. Chakravarty,
Advocate.

On behalf of the Shri B. Joshi, Advocate.
employers :

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 15th May, 2001

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/359/96-IR(Coal-I), dated, the 25th November, 1997.

SCHEDULE

"Whether the action of the management of Central Coalfields Ltd., in dismissing the services of the workman Sh. Bhubneshwar Mallick on the ground of unauthorised absence etc. was proper and justified ? If not, to what relief is the concerned workman entitled?"

2. The case of the concerned workman as per his W.S. is as follows:

It has been disclosed by the workman concerned in his W.S. that on the ground of his ailment he went on medical leave from 15-1-93 to 21-2-93 and again from 23-2-93 to 9-3-93 which was duly sanctioned. The concerned workman disclosed that as his ailment was relapsed, being advised by the doctor he had to remain on bed rest for a considerable period and for that reason from time to time he gave due intimation to the management and also submitted leave application supported by the photo copy of prescription/ Medical Certificate. It has been disclosed by the

workman that while he remained under medical treatment and bed rest the General Manager (P&A:C), CCL Ranchi issued a chargesheet against him on 27-1-94 by Regd. Post knowing fully well about his ailments. The concerned workman submitted his explanation dt. 21-3-94 challenging the legality, bonafide and competency of the chargesheet issued by the management. It was also pointed out by the workman in his reply that sickness being an incidence of life would not in any way constitute misconduct and accordingly he prayed for dropping the chargesheet and to allow him to join his duty accepting fitness certificate issued by the Doctor. The concerned workman further disclosed the bonafide of his medical treatment and genuineness of the medical certificate submitted from time to time by him with application for extension of medical leave were never disputed by the management. The workman submitted that no intimation also was given to him about the decision to constitute enquiry against him on the basis of chargesheet issued against him. It has been alleged by the workman that the Enquiry Officer held enquiry ex parte and found him guilty of continuous absence since 15-3-93 and charge of not attending GNH for undergoing medical checkup. The workman further disclosed that without affording him any opportunity to make an effective representation against the said enquiry report the General Manager (P&A) without any competence and authority and without application of mind dismissed him from his service by his Order dt. 2-5-96. The workman submitted that under the service condition and even under the Certified Standing Order inability to attend the duty on account of sickness do not constitute any misconduct. The so-called enquiry was malice in law and it was done deliberately by the Enquiry Officer. It was an one sided enquiry and the Enquiry Officer did not consider necessary to examine any independent witness to substantiate the charge against the concerned workman. The findings of the enquiry officer was based on surmise and conjectures as it did not support any legal credible evidence. Moreover, the Enquiry Officer also ignored the basic principles of natural justice. The General Manager (P&A) who usurped then powers of disciplinary authority had no delegation of disciplinary powers. The workman further submitted that the order of dismissal from service on the allegation of unauthorised absence on account of sickness and prolonged treatment is discriminatory and arbitrary as it did not disclose the specific service condition or rules in terms of which sickness of consequent prolonged treatment necessitating absence from duty is enumerated as misconduct and the G.M. (P&A) was not duly empowered to dismiss him from service and for which the order of dismissal is liable to be set aside. It has been submitted by the concerned workman further that on different occasions

he submitted leave application for extension of leave supported by medical papers but the management did not consider necessary to intimate if his prayer for extension of leave was considered or rejected. On the contrary, on the basis of enquiry report of the Enquiry Officer which was held arbitrarily and mala-fidely his service was terminated by the management taking the ground of misconduct. The Workman submitted that from 15-3-93 he remained under the treatment of Dr. L.B. Singh and Dr. B.B. Singh for his treatment upto 23-8-96. The management did not consider all the aspects relating to his ailment inspite of giving intimation to that effect. The fitness certificate issued by Dr. B.B. Singh dt. 23-8-96 was also forwarded to be the management on 24-8-96 but he was not allowed to resume his duties there. The workman also submitted that the management had no authority asking him to report to G.N. Hospital to CCL for his medical check up particularly when he remained in bed rest under advice of his Physician. It has been alleged by the workman that the management has dismissed him from service illegally, arbitrarily and without any basis and for which the said order of dismissal from service is void ab initio and he is entitled for reinstatement with continuity of service, back wages and consequential benefits.

3. The management on the contrary, after filing the W.S.-cum-rejoinder denied all the claims and allegation which the workman agitated in his W.S. It has been disclosed by the management that the concerned workman remained himself absented from 15-3-93 on the ground of his sickness inspite of giving intimation to him to report for thorough medical check up at G.N. Hospital by the Dy. Chief Medical Officer on any working day but he did not turn up. It has been further disclosed that though there was ample facility to get proper treatment there the concerned workman did not consider necessary to get his treatment there on the contrary he arranged for his treatment, outside. Accordingly the management had sufficient reason to believe that the concerned workman was willingly trying to avoid the instructions of the management to get his medical check up through the hospital of the management. It has been alleged by the management that the concerned workman absented himself unauthorisedly from his duty since 15-3-93 without any justifiable cause and reason and thereby hampered the official work of the management to a great extent. Under the circumstances the management issued a chargesheet dt. 27-1-94 to the concerned workman on the ground of absenting himself from duty for more than one year and he had violated the administrative instruction of the management by neither reporting to the Dy. Chief Medical Officer, G.N. Hospital, Ranchi for thorough check up nor reported back to his duty. He also did not

consider necessary to give any reply to the chargesheet. The said chargesheet was sent to his home address with direction to give reply as to why disciplinary action should not be initiated against him under the provisions of Standing Order as applicable to him. However on 21-3-94 the concerned workman submitted his explanation and in the said explanation he denied the applicability of the Standing Order on him and also challenged the competency of the disciplinary authority for issuing chargesheet to him. As the reply given by the concerned workman was not found satisfactory, under order of the management an enquiry committee was formed and Shri S.K. Singh, Sr. P.O. (NEE) was appointed as Enquiry Officer while Shri S. Bakshi, Sr. P.O. (NEE) as Presenting Officer. The management alleged that thereafter several notices of enquiry were sent to the concerned workman under Regd. Post with A/D but the concerned workman did not consider necessary to attend before the enquiry committee. Accordingly finding no other alternative way the enquiry officer proceeded with the enquiry *ex parte* and submitted his reply finding the concerned workman guilty of the charges levelled against him. The said report of the enquiry officer was considered by the management and the then G.M. (P&A), the disciplinary authority who was also the Head of the department concerned accepting the report sent show cause notice to the concerned workman as to why his services should not be terminated from the roll of the CCL management with effect from 15-3-93 as his misconduct according to the Standing Order of the Company was established as per report of the Enquiry Officer. In spite of submitting reply of the said show cause notices the workman concerned asked for some documents from the management which were unwarranted and undesirable. Therefore, the concerned workman was directed to attend the Office of the Dy. P.M. (A/SE) for further needful formalities but the concerned workman did not attend the office. Thereafter considering the gravity of the misconduct proved against the concerned workman and also on the facts of the case the G.M. (P&A), the disciplinary authority decided to terminate the person concerned from the service of the company and accordingly termination order was issued on 2-5-96. It has been submitted by the management that considering the foregoing facts and circumstances the order dt. 2-5-96 passed by the authority was fully justified and for which he is not entitled to any relief whatsoever. Accordingly the management has prayed for rejecting the prayer of the concerned workman.

4. In the W.S.-cum-rejoinder submitted by the management they prayed for hearing of the domestic enquiry with a view to produce relevant papers before this Court to justify their claim. The management also submitted prayer that to give an

opportunity to the management to lead evidence afresh to prove the misconduct of the concerned workman and also his having no right to continue in the management if the domestic enquiry was held to be vitiated.

5. Now the points for decision in this reference are (1) whether the action of the management of Central Coalfields Ltd., in dismissing the services of the workman Sh. Bhubneshwar Mallick on the ground of unauthorised absence etc. was proper and justified and (2) if not, to what relief is the concerned workman entitled?

FINDINGS WITH REASONS

6. On the basis of the prayer of the management in the W.S.-cum-rejoinder this Court took up hearing of the preliminary issue of the domestic enquiry held by the management against the concerned workman was legal, valid and if it was held in compliance to the principles of natural justice and equity. In course of hearing the management relied on some documentary evidence marked as Exts. M-1 to M-21. The workman side also relied on certain documents in support of the claim which during the hearing were marked as Exts W-1 to W-7. Considering all these documents and also after hearing both sides it was decided by Order dt. 16 dt 11-5-99 that the domestic enquiry held against the concerned workman was not fair and proper and for which preliminary point was decided in favour of the workman with liberty to the management to adduce evidence to bring home the charges mentioned in the chargesheet. Accordingly in view of the direction given by this Tribunal the management submitted its prayer to adduce evidence in order to substantiate the charges which was brought against the concerned workman. In course of hearing on merit of the reference the management examined one witness as MW-1. On the contrary the workman concerned himself examined as WW-1. Both the witnesses on the part of the management and the concerned workman were examined, cross-examined and discharged. In course of examination of the witness the management did not consider necessary to produce any document to substantiate the charge which was brought against the concerned workman particularly when during hearing of preliminary issue the domestic enquiry held against the concerned workman was not fair and proper. It is an admitted fact that the concerned workman was an employee under the management of CCL Headquarters. It is due to his sickness he could not resume duties and for which he intimated the management and sought for leave but the management did not consider necessary to intimate him as to whether the leave as prayed for was sanctioned or rejected. It is the further contention of the concerned workman that willfully he did not get himself absented from duty as he fell sick it was not possible on

his part to resume his duties at the place of his work inspite of giving intimation to that effect. It has been disclosed by the concerned workman that illegally and arbitrarily the management issued a chargesheet against him on 27-1-1994 and he gave reply to the chargesheet on 21-3-94 but ignoring his submission the management started an enquiry and thereafter dismissed him from service as in the eye of Enquiry Officer he was found guilty of the misconduct. The concerned workman stated categorically that his absence due to sickness does not fall within the purview of misconduct and for which an order of dismissal passed by the management was absolutely illegal. The concerned workman also challenged the authority of the G.M. (P&A) to dismiss him from his service.

7. It is seen from the record that the concerned workman was chargesheeted on 27-1-94 on the following grounds :

"That you have been absenting since 15-3-93 on ground of sickness and have failed to report either for duties or to GNH for check-up violating the administrative instruction in this regard.

That you were officially advised vide reference letter No. 2695/P/7473-76, dated 20-8-93 and 2695/P/2253-57, dated 23-10-93 to report to Dy. CMO for thorough Medical check-up but neither you reported to him nor sent any reply thereof.

That you have developed the habit of remaining absent and availing frequent leave from duties without any valid reasons thereof, the following being a few of the instances of the leave availed by you during the year 1993.

28 days A.L. w.e.f. 15-1-93 to 21-2-93.

One day leave without pay on 22-2-93.

15 days sick leave w.e.f. 23-2-93 to 9-3-93

The above instances clearly depict that you have practically not attended your duties since last one year, have been absenting on ground of sickness since last 9 months and are intentionally avoiding to prevent yourself for thorough medical check-up in company hospital.

The above charge, if proved, would constitute a serious misconduct within the meaning of S.O. No. 17(i)(c)(d)(f) and (n) of Certified Standing Orders of NCDC Ltd. (Now CCL) by which your conduct and discipline is governed or even otherwise considering what misconduct, is has to be reasonably construed."

The reply given by the concerned workman in relation to that chargesheet was marked as Ext. M-14. Therefore considering the chargesheet and also considering reply of the concerned workman it is clear that the chargesheet was given to the concerned

workman by the management with the allegations of serious misconduct within the meaning of S.O. 17(i)(c)(d)(f) and (n).

Here the points for consideration are whether the concerned workman committed any misconduct as per the provision of clauses mentioned above and if so whether the management was competent to dismiss him from his services and secondly if the G.M. (P & A) was legally competent to issue order of dismissal to the concerned workman from his service. Learned Advocate for the concerned workman referring Standing Order of NCDC submitted that the G.M. (P & A) had no authority to pass any such dismissal order. Learned Advocate for the concerned workman also relied upon the evidence given by the MW-1 i.e. Dy. P.M. in this regard. MW-1 during his evidence admitted that there was no officer designated as G.M. (P & A) prior to the merger of NCDC with CCL. The delegation of power to the G.M. (P & A) was subsequent to the merger. In course of hearing learned Advocate for both sides agreed that NCDC had its independent entity upto 1974 and thereafter NCDC was merged with CCL. It is the contention of the learned Advocate for the management that even after merger of NCDC with CCL Standing Order of NCDC was followed because of the fact that no independent standing order during the period when chargesheet was issued was not framed. Learned Advocate for the management referring Order No. PD/246/S.O. Amend/68 dt. 9-6-70 submitted that delegation of powers was given to all the General Manager along with others. Not only the chargesheet but also the order of dismissal was issued by the G.M. (P & A) and as such according to this order G.M. (P & A) shall be considered to be as competent authority in this regard as per provision laid down in Clause (e) of S.O. No. (1). Therefore, referring to the said order, learned Advocate for the management submitted that though there was no post of G.M. (P & A) under the NCDC at the time of merger that does not indicate that the G.M. (P & A) was not delegated with the power of the competent authority in view of the order mentioned above particularly when NCDC was merged with CCL and Standing Order of NCDC was followed at CCL. MW-1 during his evidence categorically denied the fact that the G.M. (P & A) was not authorised under the Certified Standing Order to issue chargesheet. It has been disclosed by this witness that such power was delegated to him subsequently after amalgamation. After careful consideration of all facts and circumstances and after hearing both sides there is sufficient scope to show that even after merger of NCDC with CCL the standing order followed by NCDC was adopted by the new concern as the new concerned i.e. CCL by that time could not formulate the new Standing Order. It is clear that from the order mentioned above all the G.M.'s.

were delegated with the power of competent authority to exercise the power, approval of the punishment as referred to therein in respect of workmen working or posted to work for the time being in the units/section under their respective jurisdiction and control. As such I hold that the G.M. (P & A) was competent enough not only to issue chargesheet but also to take all other legal steps against the workman for misconduct.

9. Now the point for consideration is if the concerned workman was guilty of misconduct according to the provision as laid down in S.O. No. 17 (i) (c) (d) (f) and (n). Clause (c) speaks "Wilful insubordination or disobedience, whether alone or in conjunction with another others, or of any lawful or reasonable order of a superior". Clause (d) speaks "Habitual late attendance and habitual absence without leave or with sufficient cause." Clause (f) speaks "Habitual or serious neglect of work." While clause (n) speaks "Continuous absence without permission and without satisfactory cause for more than 10 days." I have carefully considered the evidence of MW-1 and I find no hesitation to say that the management has failed to prove the charge against the concerned workman which was drawn up as per provision laid down in Clause 17 (i) (c) (d) and (f). Therefore, there is sufficient scope to say that the management has failed to establish the misconduct against the concerned workman under the provisions as mentioned above.

10. Now let us consider if the concerned workman committed misconduct for his continuous absence without permission and without satisfactory cause for more than 10 days as provided under S.O. 17(i)(n). It is the specific contention of the concerned workman that he went on sick leave due to his ailment from 15-1-93 to 9-3-93 and thereafter he could not resume to his duties due to his ailment and from time to time he informed the management in the matter of his ailment. MW-1 during his evidence disclosed that as the concerned workman started absenting from duties from 15-3-93 he was served with a chargesheet issued by the G.M. (P & A). This witness further disclosed that he concerned workman did not intimate the management as to the cause of his absence but admitted subsequently that he submitted a medical certificate in respect of his sickness and ground of his absence from duty. MW-1 during his evidence further disclosed that on receipt of the said medical certificate the workman was directed to get himself treated in the hospital of the CCL but he did not avail of the opportunity of the said hospital. On the contrary intentionally he avoided it and as a result of which a chargesheet was issued and a domestic enquiry was started. Therefore, from the evidence of MW-1 it is clear that the concerned workman after enjoying sick leave again submitted application before

the management along with medical certificate in support of his ailment. Therefore, this very admission on the part of the management shows clearly that though the concerned workman did not obtain prior permission before enjoying sick leave informed the authority about his sickness supported by the medical certificate. Accordingly there is no scope to say that wilfully the concerned workman abstained himself from duty. It is the specific contention of the management that the concerned workman did not respond to their direction to attend the CCL hospital for his medical check up. It has been admitted by MW-1 that as the concerned workman did not respond to their direction they started domestic enquiry. It is not the case of the management that the medical certificate issued by the doctor was false and fabricated. Therefore, unless and until any such allegation comes in there is little scope to ignore medical certificate which the concerned workman submitted in support of his sickness. From the Standing Order I do not find any whisper that the workman in case of their sickness are liable to receive their treatment from the hospital of the management. Unless and until there is any binding to that effect it will not be just and proper to draw any conclusion that for non-compliance of the management's direction to attend the hospital amounts to misconduct. It is a fact that the management maintains hospital for the benefit of the workman but there is no reason to believe that in absence of any specific provision in the Standing Order that a workman shall be debarred from enjoying the medical treatment out of his own choice elsewhere other than from the hospital of the management. There is ample scope on the part of the management to verify if the concerned workman was really sick during that period or not but the management did not follow any such procedure. It cannot be considered as a ground of misconduct as the concerned workman failed to attend the hospital of the management for his medical check-up as per direction. The concerned workman categorically disclosed that as he was sick and bed ridden it was not possible on his part to attend the said hospital of the management. This evidence on the part of the management concerned workman was not contradicted in course of his cross-examination. Learned Advocate for the management in course of hearing submitted that onus was on the concerned workman to establish that he was really sick and for which he could not attend his duties for such long period. The submission of the learned Advocate for the management, I consider, stands on stable footing. Learned Advocate for the workman on the contrary referring the medical certificate marked as Ext. M-5 and W-1 submitted that the concerned workman was really sick for which he could not resume his duties. I have considered both medical certificate referred to above. From the Medical certificate Ext. M-5 it

transpires that the concerned workman remained under Medical treatment of L. B. Singh since 15-3-93. The medical certificate was issued by the said doctor on 2-9-93. On the contrary from the medical certificate issued by Dr. B. B. Singh dt. 23-8-96 it transpires that the concerned workman remained under his treatment from 6-10-93 to 23-8-96. It is seen that he was a patient of "Schizophrenia". This doctor issued fitness certificate on 23-8-96 of the concerned workman with a view to resume his duties. Therefore, from these medical certificates it transpires clearly that the concerned workman remained under prolonged treatment for his ailment. There is scope on the part of the management to examine these two medical practitioners in order to ascertain the truth relating to the sickness of the concerned workman but the management did not consider necessary to do so. No evidence is forthcoming before this Tribunal on the part of the management relying on which there is scope to say that the medical certificate which the concerned workman relied on are false and fabricated. Until and unless the same is established there is little scope to raise any dispute about its genuineness. Further, the learned Advocate for the management submitted that apart from these two medical certificates the concerned workman did not consider necessary to produce before the Court or before the Tribunal any other medical paper relating to his treatment. It is a fact that the concerned workman during his evidence did not produce any other medical papers inspite of his medical treatment but for that reason there is no scope to draw any such conclusion that the certificates submitted by the concerned workman are false and manufactured. As such it is seen that due to sickness of the concerned workman he could not resume to his duties. It is further seen that prior to his going on leave he also submitted sick leave application and that leave application for the period from 22-1-93 to 9-3-93 was duly sanctioned by the management. Therefore, his subsequent absence after the expiry of the leave period was consequent to his ailment and in the natural course it was not possible on his part to resume his duties. No evidence on the part of the management, in view of the facts and circumstances discussed is forthcoming before the Court relying on which it can be said that the concerned workman negligently and wilfully avoided to join his duties after expiry of the period of leave. Clause 17(i)(n) of the S.O. clearly speaks that continuous absence without permission and without satisfactory cause more than 10 days shall be amounted to misconduct on the part of the workman. My discussions above will exprets clearly that the concerned workman did not abstain himself from duty wilfully and intentionally as he remained sick it was not possible on his part to resume his duties. It is further seen that he intimated the reasons about his absence by filing application to the management. Therefore

there is also little scope to say that the concerned workman kept the management in the dark about the reason of his absence. Accordingly, after careful consideration of all the facts and circumstances discussed above I hold that the concerned workman did not commits any such misconduct which comes within the purview of S.O. 17(i)(n) of the management. It is seen that the management started domestic enquiry without ascertaining cause of absence of the concerned workman properly. It is seen that the enquiry officer held the ex-parte though the concerned workman failed to appear before the enquiry officer due to his sickness. It is seen that the Enquiry Officer found the concerned workman guilty of misconduct for violation of the above provision of Standing Order as mentioned above. It is further seen that the competent authority i.e. G.M. (P & A) relying on the report of that enquiry dismissed the concerned workman from his service before making any further enquiry. After careful consideration of all facts and circumstances discussed above I hold that the management passed the order of dismissal of the concerned workman illegally and for which the same is liable to be set aside.

11. In the result, the following Award is rendered :

"The action of the management in dismissing the concerned workman is not justified. Consequently the concerned workman is entitled to get his reinstatement to his original service. His service shall be considered continuous, but, without the privilege of back wages."

The management is directed to reinstate the concerned workman to his original post within one month from the date of publication of the Award in the Gazette of India.

B. BISWAS, Presiding Officer

नई दिल्ली, 25 मई, 2001

का.आ. 1422:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. सी. एन. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, धनबाद के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 23-05-2001 को प्राप्त हुआ था।

[सं.एल-20012/35/92-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 25th May, 2001

S.O. 1422.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, No. 2, Dhanbad

as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.C.C.L. and their workman, which was received by the Central Government on 23/05/2001.

[No. L-20012/35/92-IR-(C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (No.2) AT DHANBAD
PRESENT

SHRI B. BISWAS

Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947.
REFERENCE No. 142 of 1993

Parties Employers in relation to the management of Bhalgora Colliery of M/s. BCCL and their workman.

Appearances :

On behalf of the employers : Shri B. Joshi, Advocate

On behalf of the workman : None.

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 16th May, 2001.

AWARD

The Govt. of India Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/35/92-IR (Coal-I), dated, the 2nd Sept., 1993.

SCHEDULE

“Whether the demand of the union from the management of Burragarh Colliery under Bhalgora Area of M/s. B.C.C.L. P.O. Jharia, Dist. Dhanbad that Sri Suloman Mian should be allowed to resume duties with full back wages w.c.f. 8.11.76 together with accompanying benefit, is justified ? If so, to what benefit the workman is entitled?

2. In this reference both the parties appeared and filed their respective W.S. documents etc. Subsequently at the stage of oral evidence, the workman side abstained from taking any steps further. The reference is pending since 1993 and it is of no use to drag the same any more. Under such circumstances, a ‘No dispute’ Award is rendered and the reference is disposed of on the basis of ‘No dispute’ Award presuming non-existence of any Industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 25 मई, 2001

का.भा. 1423— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन एयर लाईन्स लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-05-2001 को प्राप्त हुआ था।

[सं. एल-11012/135/2000-आई.आर. (सी-I)]

एस. एस. गुप्ता, अधर सचिव

New Delhi, the 25th May, 2001

S.O. 1423.—In pursuance of Section 17 of the Industrial Dispute, Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, No. 2 Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Airlines Ltd. and their workman, which was received by the Central Government on 23-05-2001.

[No. L-11012/135/2000-IR (C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. II. MUMBAI
PRESENT

S.N. SAUNDANKAR

Reference No. CGIT-2/117 of 2000.
Employers in relation to the Management of
The Regional Director,
Indian Airlines,
Western Region,
New Engineering Complex,
Mumbai-400099.

AND

Their Workman
The Chairman,
Air Corporations Employees Union,
C/o Indian Airlines,
New Engineering Complex,
Sahar,
Mumbai-400099.

Appearance :

For The Employer : Mr. K.B. Swamy Advocate,

For the Workman : Mr. A.K. Menon Representative.

Mumbai, Dated 3rd April, 2001.

AWARD

The Government of India, Ministry of Labour, by its Order No L-11012/135/200(C-I) dated 29th November, 2000 have referred the following Industrial Dispute to this Tribunal for adjudication.

"Whether the action of M/s. Indian Air Lines Ltd., in terminating Shri D.V. Unawane from the services of the Indian Airlines is justified and proper? If not, to what relief is the workman entitled?"

2 Pursuant to the notices Mr. A.K. Menon, Chairman Air Corporation Employees Union, by the application (Exhibit-5) dtd. 2/2/2001 apprised that Reference No. CGIT-21-15 of 2000 also pertain to the present reference. On the same day management also vide letter (Exhibit-6) contended that the "No Dispute award" be passed in view of the position, and consequently the matter was reserved for passing Award, as this tribunal had not received notification on appointment as required under Rule 5 of I.D. Rules, 1957.

3. By the Corrigendum dated 13-2-2001, the Government informed that the correct name of the workman is Shri S.D. Unawane and not D.V. Unawane.

4. Today the management vide application (Exhibit-10) contended that the Reference No. CGIT-2/115 of 2000 be disposed off and Ref. No. CGIT/117 of 2000 to proceed further inviting attention of this tribunal to the Order No. L-20012/135/2000(C-I) dated. 29-11-2000 issued by the Government of India, Ministry of Labour in Reference No. CGIT-2/117 of 2000, to which the union opposed by filing say (Exhibit-11), mentioning that the reference No. CGIT-2/117 of 2000 being subsequent be disposed of and Reference No. CGIT-2/115 of 2000 to proceed further.

5. I have heard Mr. K.B. Swamy, Learned Counsel for the management and Mr. A.K. Menon, representative of the union. On going through the letter dtd. 29-1-2001 (Exhibit-6) in Reference No. CGIT-2/115 of 2000 and hearing the counsel and the Representative I find proper to proceed with earlier Reference No. CGIT-2/115 of 2000 and consequently this reference being subsequent, will have to be disposed of and hence the order :

ORDER

Reference stands disposed of in view of Order of Government of India, Ministry of Labour (Exhibit-6) dtd. 29-1-2001.

3-4-2001.

S.N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 29 मई, 2001

का.प्र. 1424:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय 1788 GI/2001—17

सरकार सी. जी. एल. के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुसूचन में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारन सं. 2, अनुसूचन के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2001 को प्राप्त हुआ था।

[स एन-20012/318/92-प्रतिभार(सी-1)]

एन. एस. गुप्ता, सहायक सचिव

New Delhi the 29th May, 2001

S.O. 1474—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Ind. Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.C.L. and their workmen, which was received by the Central Government on 28-5-2001.

[No. L-20012/318/92-IR. (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD
PRESENT

SHRI B. BISWAS,
PRESIDING OFFICER

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 187 OF 1993

PARTIES: Employers in relation to the management of M/s. CCL and their workman.

APPEARANCES:

On behalf of the workman Shri B.N. Singh, Addl. Genl. Secretary & Ex-Secretary.
On behalf of the employers Shri B. Joshi, Advocate.

State : Jharkhand Industry : Coal

Dhanbad, the 17th May, 2001.

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (318)/92-IR. (Coal-I) dated. the 9th November, 1993.

SCHEDULE

"Whether the action of the management of K.D. Hesalong Project of M/s. Central Coalfields Ltd is justified in superannuating the workman Shri Ram Narayan Prasad, Pay Loader Driver with effect from 23-8-1992 on the basis of Medical Examination which determined his date of birth as on 23-8-1932 when in his service sheet date of birth has been mentioned as on 1-1-1939 and in Admit Card on 4-1-44 issued by Bihar School Examination Board? If not, to what relief, the workman is entitled to?"

2. The case of the workman is as follows:—

The concerned workman was appointed on 11-6-73 as Pay Loader Operator by K.D. Hesalong Project of M/s. CCL. N.K. Area. It has been disclosed by the workman that on his service his date of birth was recorded as 1-1-39 at the time of his appointment instead of 4-1-44 which was clearly recorded in the Admit Card issued by Bihar School Examination Board. The concerned workman submitted that inspite of the bringing the matter to the notice of the management the authority concerned did not pay any heed to his appeal. On the contrary surreptitiously without his knowledge the management recorded his wrong date of birth in the service book. The concerned workman further submitted that inspite of his claim he submitted not only the Admit Card in question but also the Transfer Certificate issued by the School Authority over 3-6-72 before the management but the management did not consider those relevant papers for rectification of his date of birth recorded in his service book. The workman submitted that the Admit Card was issued by the Bihar School Examination Board in the year 1962 i.e. before getting his employment in the said colliery. He also alleged that the management violated the provision of Implementation Instruction No. 76 of JBCCI which was brought in force to settle the dispute regarding age/date of birth of the workmen working in the Coal Industries. He disclosed that he came to know about wrong entry relating to his date of birth in his service book only on 24-6-87 when a certified copy of the said service book was given to him by the management. He submitted immediately thereafter in writing his objection and requested the management to record his date of birth as 4-1-44 according to the Admit Card instead of 1-1-39 but his appeal before the management did not yield any result. On the contrary he was directed to appear before the Medical Board without any prayer on his part and the Medical Board arbitrarily without making proper investigation assessed his date of birth as 23-8-1932.

3. Accordingly the workman has prayed for reinstatement for his service with back wages treating

his date of birth as 4-1-44 according to the Admit Card issued by the Bihar School Examination Board ignoring the date of birth determined by the Medical Board

4. The management on the contrary after filing Written Statement-cum-rejoinder has denied all claims and allegations which the workman asserted in his Written Statement. It has been disclosed by the employee that at the time of appointment of the workman the concerned workman declared his date of birth as 1-1-1939 and accordingly the same was recorded in the service book. The management submitted that service except was distributed in the year 1987 and in the said service except the date of birth of the concerned workman was indicated as 1-1-1939. Thereafter the concerned workman raised objection relating to the correctness of his date of birth recorded in his service record and submitted that his actual date of birth was 4-1-1950 instead of 1-1-1939. But in support of his claim the concerned workman failed to produce any relevant papers. Accordingly the concerned workman was referred to the Apex Medical Board of the company at Headquarters for assessment of his age in view of the dispute raised by him. The Apex Medical Board assessed his age on 23.8.89 as 57 years. Accordingly his date of birth was computed as 23-8-1932 and the matter was informed to the concerned workman by letter dt. 18-11-1989. The management further submitted that the decision of the Apex Medical Board with regard to such dispute is final and conclusive and the superannuation of the concerned workman with effect from 23-8-1992 is legal, valid and justified. It has been alleged by the management that the concerned workman just on the verge of his retirement made a complaint to the ALC(C), Ranchi through the sponsoring union alleging that his date of birth was 4-1-44 on the basis of the purported admit Card issued by the Bihar School Examination Board. It has been further submitted that the Roll No. appearing in the Mark sheet which the concerned workman relied differed distinctly when the Roll No. in the Admit Card was BIK 145 Roll No. appearing in the Mark sheet is 146. Accordingly the documents produced by the sponsoring union at the time of conciliation could not be considered as genuine and the same were not filed before the management in the year 1987 when the concerned workman raised the demand for correction of his age and the management accepting his request sent him to the Apex Medical Board for assessment of his age. Accordingly the management has prayed for answering the Reference holding that the superannuation of the concerned workman with effect from 23-8-92 is legal and justified and consequently the concerned workman is not entitled to any relief.

5. The points for consideration in this reference are :—

“Whether the action of the management of K.D. Hesalong Project of M/s. CCL is justified in superannuating the workman Shri Ram Narayan Prasad, Pay Loader Driver with effect from 23.8.1992 on the basis of medical examination which determined his date of birth as on 23.8.1932 when in his service sheet date of birth has been mentioned as on 1.1.1939 and in admit Card on 4.1.44 issued by Bihar School Examination Board? If not, to what relief the workman is entitled?”

6. DECISIONS AND REASONS

There is no dispute to hold that the concerned workman was an employee of M/s. CCL Ranchi and he got his appointment on 11.6.73. It has been submitted by the management that the service book was opened in favour of the concerned workman according to the date of birth supplied by him. The management submitted that in the Service Book the date of birth of the concerned workman was recorded as 1.1.1939 according to the particulars supplied by the concerned workman. It is admitted fact that a copy of the service book was handed over to the concerned workman in the year 1987. It is the specific contention of the concerned workman that after receiving the copy of the service Book he came to know that his date of birth was wrongly recorded in the Service Book and immediately he submitted an application for rectification of his date of birth relying on the admit card issued by the Bihar School Examination Board. He disclosed that according to the said Admit Card his date of birth was 4-4-1944 and the said admit Card was issued by the Board long before getting his appointment with the management. The concerned Admit card during evidence of the workman was marked as Ext. W-1. The concerned workman also relied on the Transfer certificate, character certificate issued by the Head Master, H.E. School Sikaria, Patna. The relevant certificates during the evidence of the concerned workman were marked as Ext. W-2 and W-3. The concerned workman during his evidence has failed to prove the authenticity of these two certificates issued by the Head Master, H.E. School, Sikaria, Patna and for which it is very much difficult to give any importance to the same in the matter of proving the age claimed by the concerned workman. There was scope on the part of the concerned workman to produce the School Register in support of his claim relating to the age recorded in the certificates. I have considered the Admit Card. From the admit card it transpires that the date of birth of the concerned workman was recorded as 4.1.1944. The figures “4.1.1944” appears to be written in different ink and by different person which in no circumstances tallies with the writing in ink the Admit Card. As such genuinity of the

date of birth recorded the admit card comes to a question. Learned Advocate for the concerned workman during the course of hearing has failed to satisfy me to this effect. Learned Advocate for the concerned workman during hearing relying submitted that after receiving a copy of the service book the concerned workman submitted a petition marked as Ext. M-2 wherein he disclosed that his date of birth was 4-1-1950. As it has been further submitted that as the dispute relating to the age of the concerned workman came into light in view of the petition filed by the concerned workman he was referred to the Apex Medical Board Ranchi for verification of his age complying with the statutory provision of law. It has been further submitted that the Apex Medical Board after examining the concerned workman came to the conclusion that on 23-8-89 the concerned workman was 57 years old and accordingly his date of birth was computed as 23-8-1932. Learned Advocate for the management further submitted that at the relevant time the concerned workman did not submit any admit card in order to establish his date of birth and for which there was no scope to consider the same. He submitted that the alleged Admit card was filed at the far end of his service career and after his Medical examination by the Apex Medical Board and for which it could not be considered at all. Learned Advocate for the management submitted that the decision of the Apex Medical Board with regard to the age dispute was final and conclusive and for which the concerned workman at this stage is not entitled to get any relief which he has prayed for. Learned Advocate for the management in support of his claim relied upon the decisions reported in 2000 (85) FLR 931 and 1994 Lab I.C. 2498. In the decision reported in 1994, 2498. Their Lordships of the Apex Court held that correction of date of birth for sought by an employee at the far end of service is not permissible. In the decision reported in 2000 (85) FLR 931. Their Lordship of the Calcutta High Court held the same view of the Hon'ble Apex Court. Their Lordships further observed that the right to get the date of birth corrected either on the basis of Matriculation certificate or otherwise is not legal right far or less a constitutional right. Learned Advocate for the concerned workman in course of hearing submitted that the management in order to ascertain the date of birth of the concerned workman did not consider necessary to follow the provision of Implementation Instruction No. 76 of JBCCI which provides the procedure for determination, verifying the age of existing employees in its clause (B) (i) (a). I have considered the said provision of law. There is no dispute to hold that at the time of appointment the management is to rely on the Matriculation certificate or equivalent examination to reco

date of birth of the concerned workman as correct one. It is seen that no evidence is forthcoming before the Court that the concerned workman at the time of getting his entry in the service produced the relevant admit card to note down the date of birth in the service book. On the contrary it is seen that after assessment of his age by the Apex Medical Board the concerned workman relied on this Admit card. Had that not been so the concerned workman definitely would not in his application disclose his date of birth as 4-1-1950. Learned Advocate for the concerned workman submitted that the date recorded in the petition was a mistake but no evidence is forthcoming before the Court that the concerned workman submitted any fresh petition before the management for amending the wrong date of birth recorded in the original petition which he submitted. The date of birth recorded in the Admit card appears to be written in different ink and by different person which does not tally with other writings in the Admit Card in ink. In natural course question relating to the genuinity of the Admit card comes in absence of any other cogent document. There was scope on the part of the concerned workman to produce his Marksheet and registration certificate or he had the scope to call for the original record from the School Board in support of his claim but he did not consider it necessary to do so. No satisfactory explanation is also forthcoming on the part of the concerned workman in this regard. As such on careful consideration of all facts and circumstances, it is clear that the concerned workman, at a belated stage after his age was ascertained by the Apex Medical Board relied only on disputed Admit card in the matter of his date of birth. I hold that the management following the Implementation Instruction No. 76 referred the concerned workman to the Apex Medical Board for his medical examination in the matter of ascertaining his age. The Apex Medical Board categorically observed that on 23-8-89 the concerned workman was 57 years old and therefore, his date of birth was computed as 23-8-32. I have failed to find out any illegality in superannuating the concerned workman with effect from 23-8-92. As such considering all aspects carefully and also considering the equity and natural justice I hold that the management did not commit any illegality in superannuating the concerned workman with effect from 23-8-92.

In the result, the following Award is rendered :

"The action of the management of K. D. Hesalong Project of M/s. Central Coalfields Ltd. is justified in superannuating the workman Shri Ram Narayan Prasad, Pay Loader Driver with effect from 23-8-1992 on the basis of Medical Examination which determined his date of birth as on 23-8-1932 when in his service sheet date

of birth has been mentioned as on 1-1-1939 and in Admit Card on 4-1-44 issued by Bihar School Examination Board. Consequently, the concerned workman is not entitled to any relief".

B. BISWAS, Presiding Officer.

नई दिल्ली, 28 मई, 2001

का.आ. 1425.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ने, बिस्वा स्टोन लाईम कं. के प्रबंधक के संबंध में नियोजको और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक प्रतिकरण/धम न्यायालय राउरकेला के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25 मई, 2001 को प्राप्त हुआ था।

[सं. एल-29011/26/94-आई. आर. (एम)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 28th May, 2001

S.O. 1425.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Rourkela, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bisra Stone Lime Co. and their workman, which was received by the Central Government on 25-5-2001.

[No. L-29011/26/94-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE COURT OF PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, ROURKELA

Industrial Dispute Case No. 72/97(C)

Dated, the 20th December, 2000

PRESENT :

Sri Alak Kumar Dutta,
Presiding Officer,
Industrial Tribunal,
Rourkela.

BETWEEN

The Executive Director,
M/s. Bisra Stone Lime Co. Ltd.
P.O. : Birmitrapur,
Sundargarh.

.... Ist Party

AND

Their Workmen,
represented by
The Secretary,
Gangpur Labour Union,
P.O. : Birmitrapur,
Dist. : Sundargarh

... IInd Party

APPEARANCES :

For the Ist party.—Sri U. K. Mishra, Advocate.

For the IInd party.—Sri G. Mohapatra, Advocate.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of I.D. Act have referred the following disputes for adjudication vide No. L-29011/26/94-IR(M) dt. 10-4-95

1. Whether the action of the management of M/s. Bistra Stone Lime Co. Ltd., Birmatrapur not giving opportunity to the workers to opt voluntary retirement scheme as per tripartite settlement dt. 25-4-89 and bilateral discussion dt. 7-6-93 and give employment to their dependants is justified? If not, to what relief the workmen are entitled to?
2. Whether the action of the management of M/s. Bistra Stone Lime Co. Ltd., Birmatrapur not giving employment to the dependants son, daughter, spouse of the employees who dies in harness or is permanently declared medically incapacitated for further employment by the Company's Medical Board as per the tripartite settlement dt. 25-4-89 and bilateral discussion dt. 7-6-93 is justified? If not, to what relief the dependants are entitled to?

2. The claim statement of the 2nd party workmen in brief is as follows:

The 1st party company carries on business in mining of limestone and dolomite from its quarries and supply the same to SAIL and other steel plants and Cement Plants. There are 3200 workmen employed by the 1st party in its mines for their exposure to these minerals, they suffer from various types of ailments like tuberculosis, Asthema, Cancer, Paralysis etc. for the interest of workers their union negotiated a deal with the management and accordingly discussion was held on 9/10-3-89 at Calcutta and for the benefit of workers two schemes were adopted. One scheme is voluntary retirement scheme under which it was agreed that for every employee opting for voluntary retirement under this scheme and aged above 52 years there shall be one employee opting for voluntary retirement at the age of 52 years or below and in that way in all total 75 workers will be allowed to retire voluntarily in the following manner i.e. in 1989-90—450 cases, in 1990-91—200 cases and in 1991 up to 31-12-91—100 cases. Under the scheme replacement on compassionate ground it was agreed that one direct dependant of the employee dying in harness or declared medically permanently unfit for further service will be employed in the same manner as applicable to replacement scheme.

3. The 1st party failed to implement the above scheme and contemplated reduction of man power in the mines. The union raised industrial dispute vide letter dt. 17-4-89 before A.L.C(C), Rourkela. During conciliation proceeding tripartite settlement were signed by 1st party, their workmen represented by Ganepur Labour Union and R.L.C(C) on 25-4-89. As per the settlement it was agreed that workers will be allowed to opt for voluntary retirement as decided in the previous settlement i.e. The management also agreed that one direct dependant, son, daughter or spouse of the retiring employee under the scheme will be given employment who will be eligible for fringe benefits like Provident fund, bonus, sick or accident wages, maternity benefits etc. It was further agreed that one dependant son/daughter/spouse of the employee who dies in harness or is permanently declared medically unfit will be given employment in the same manner as stated above.

4. Again there was discussion between the management and workers on 3-3-90 and the tripartite settlement dt. 25-4-89 was further revised to the extent that the workers numbering more than 750 can opt for voluntary retirement. But the management failed to implement the above scheme relating to appointment of dependants and the union demanded for implementation of the scheme in its letter addressed to D.G.M. (Personnel) of the company. The management in its reply dt. 1-7-90 showed its willingness to implement the schemes but was compelled to delay in its implementation due to financial crisis. So on 18-10-90 a discussion was held between the management and the union and a minute was drawn up. It was agreed that under the retirement scheme 20 per cent will be allowed to retire each month starting from October 1990 to June 1991 and thereafter the replacement

schemes shall be kept in abeyance till the order for despatches (Limestone & Dolomite) reached 90000 tonnes per month on a sustained basis and generates sufficient fund. The 1st party in its letter dt. 8-4-92 intimated that the cases of death in harness and medically unfit persons were on scrutiny and action would be taken suitably in terms of settlement. On 28-4-92 a minute of discussion was drawn and signed between the management and the union between A.L.C(C) to grant two weeks time to the management to take decision to implement the voluntary retirement scheme. The management failed to implement the scheme and the union raised six point demands before the A.L.C(C), Rourkela and during conciliation a minute of discussion dt. 6-3-93 was drawn and signed between the parties and it was agreed that the management would implement both the schemes. Again the tripartite settlement dt. 25-4-89 was reviewed and agreement was reached between the union and the management on 7-6-93 and modified renewal scheme was agreed. The management in its reference No. URP 3824 dt. 21-8-93 stated that due to complete stoppage of despatches of minerals implementation of the scheme had been affected. As the management failed to implement the tripartite settlement dt. 25-4-89 and the modified replacement scheme dt. 7-6-93 the union raised the dispute before A.L.C(C). The 2nd party contends that on 24-9-91 the company made an appeal to sustain the target of minimum 85000 tonnes despatch per month mentioning that order for one Lakh tonnes per month was received from various customers. In the minutes of discussion dt. 12-5-92 it was agreed to raise production from 50000 tonnes to 80000 tonnes per month and workers were further requested to raise despatch of one lakh tonne per month from June 1992 onwards. The 2nd party contends that despatch order of materials from different plant is always over one Lakh tonnes per month. The 1st party union claims that till September 1993 only 351 cases have been considered under different categories of the modified replacement scheme and thereafter 1st party totally stopped implementing the scheme. It claims that about 700 applications for retirement and 100 applications on compassionate grounds are pending before the management for consideration. But without any valid reasons the management is not considering those cases under the scheme. The 2nd party contends that the 1st party has taken a false plea that in the tripartite settlement dt. 25-4-89 and the modified replacement scheme dt. 7-6-93 it is mentioned that implementation of the replacement scheme is based on consistency of despatch order of 90000 tonnes per month and generation of sufficient fund. But there is no such clause in both the schemes. The 2nd party further contends that implementation of these schemes and appointment of trainees will actually bring financial benefit to the company and on the other hand will ameliorate the sufferings of the workers. The 2nd party contends that the Central Government at the first instance had refused to refer this dispute for adjudication.

5. In reply, the 1st party company admits about the tripartite settlement under which the company agreed to implement the two schemes i.e. replacement of labour and replacement on compassionate ground. The company agreed to implement these schemes as a desperate measure to save the company from financial loss. The 1st party contends that on 18-10-90 the said settlement was reviewed and another settlement was made and after the settlement made on 18-10-90, 376 number of cases were considered under the replacement scheme. In that settlement it was agreed that after June 1991, the replacement scheme shall be kept in abeyance till such time, the order for despatches reaching 90000 tonnes per month on the sustained basis and generates sufficient funds. The 1st party claims that from July 1991 till date the company never achieved the target of 90000 tonnes per month on sustained basis. Since both the schemes are tied with company achieving monthly despatch of 90000 tonnes on sustained basis as per the agreement dt. 18-10-90 and as this target could not be reached on any month from July 1991 onwards, the company was unable to implement both the schemes. So the workers cannot insist for implementation of these schemes under the circumstances. Though on 7-6-93 a modified scheme was introduced which revised clause 4(d) of the tripartite settlement dt. 25-4-89 yet the stipulation in the agreement dt. 18-10-90 that the scheme shall remain in operative till monthly despatch is achieved to the tune of 90000 tonnes on the sustained basis and generates sufficient funds is still in force. Therefore the schemes cannot be implemented till the aforesaid target is reached. As far as the appointment in the compassionate

ground the 1st party claims that it reviewed all the cases up to 1992 and the matter is under consideration of the company and has not been presently implemented due to financial crisis. The company is facing heavy loss and is not in a position to give fresh appointment.

6. On the aforesaid analysis, following issues have been framed:

- I. Whether the action of the management not giving opportunity to the workers to opt voluntary retirement scheme as per tripartite settlement dt. 25-4-89 and bilateral discussion dt. 7-6-93 and give employment to their dependants is justified?
- II. If not, to what relief the workmen are entitled to?
- III. Whether the action of the management not giving employment to the dependants son, daughter, spouse of the employee who dies in harness or is permanently declared medically incapacitated for further employment by the Company's Medical Board as per the tripartite settlement dt. 25-4-89 and bilateral discussion dt. 7-6-93 is justified?
- IV. If not, to what relief the dependants are entitled to?

For the sake of convenience all the issues are taken up together.

7. W.W. 1 states that there was a minute of discussion between the representative of the 1st party management and the 2nd party union on 9-3-89 and 10-3-89 where it was stipulated that if an employee over the age of 52 years and another employee below 52 years applied to take voluntary retirement then it would be accepted by the 1st party management and one dependants of each of these employee would be given employment under the company. It was further settled that if an employee dies in harness before attaining the age of 59 years or is declared medically unfit then one of his dependant, would be given employment under the 1st party if no other legal heir was working under the company then. He proves Ext. 1 as that minute of discussion. He states that this scheme was not implemented and on 17-4-89 the union gave a charter of demands to the management with a copy to Government conciliation machinery. In course of conciliation there was a tripartite settlement on 25-4-89 vide Ext. 2 and it was stipulated that during the year 1989-90 the 1st party would accept voluntary retirement application of 225 workmen below the age of 52 years and 225 above the age of 52 years and for the year 1990-91 the management was to accept the application of 100 workmen of each age group and from April 1991 to December 1991 applications of 50 workmen of each age group. Again there was a bipartite settlement on 3-3-90 (Ext. 3) in which the limitation of accepting 750 applications (that is 375 application from each age group) was waived. He states that during 1989-90, 600 workmen of both the age group applied for voluntary retirement and only 43 application were accepted and one of the dependants of each of them was absorbed. During 1991, 67 voluntary retirement applications were accepted and one of the dependant of each of them was given employment. He states that on 18-10-90 again a bipartite settlement was entered into between 2nd party and 1st party vide Ext. 4 where it has agreed upon that the management would accept 20 applications per month for voluntary retirement for 9 months and thereafter this voluntary retirement scheme would be kept in abeyance till such time the order for despatches reached 90000 tonnes per month on a sustained basis and generates sufficient fund. He states that on 24-9-91 the Executive Director made an appeal (Ext. 5) to the 2nd party workmen to work hard as the management had received order for supply of one lakh tonnes of Ores. Again there was a minute of discussion on 12-5-92 vide Ext. 6 where the A.G.M. of the 1st party disclosed that they had committed for supply of one lakh tonnes of ores each month to SAIL. On 23-10-89 the Executive Director of the 1st party wrote to 2nd party union (Ext. 7) that the establishment had to supply six lakh metric tonnes of Ores to Vizag Steel Plant for the year 1992-93. In cross examination he admits that 176 employees were replaced under voluntary retirement scheme by their dependants within October 1991 to June 1991. During 1992-93 20 employees and in the year 1993-94, 12 employees were replaced under voluntary retirement scheme. W.W. 1 supports

the version of W.W. 1 as regards tripartite settlement for retirement of employees and engagement of dependant of an employee dying in harness and declared medically unfit to work. He states that as per agreement, Ext. 1 one dependant of each person going on retirement after 52 years of age and before attaining 52 years of age was to be absorbed as an employee of the company as probationer or trainee for a period of two years 9 months and thereafter to be absorbed as permanent staff. But till the reference was made no probationer or trainee has been absorbed as permanent staff. He states that from 89 to the date of reference the management has absorbed only 350 persons. He states that the management wrote vide Ext. 9 that due to financial crisis they were unable to absorb probationer or trainee as permanent staff. He states that as per Ext. 1 and 2, 750 employees in total were to be retired by the end of 31st December 1991. But he cannot say how many persons actually took this retirement benefit every year starting from 1989-90 to 1993-94. But some person got this benefit. He admits that this scheme was adopted only with a view to ease the financial problem of the company. He also can not say how many person were absorbed by the management by way of replacement every year or in total, but some persons got this benefit.

8. M.W. 1 states that as per bipartite agreement, Ext. 2 he issued appointment order in total to 376 persons i.e. 298 persons were given appointment under voluntary retirement scheme, 53 person were given appointment as dependants of employees who died in harness or declared medically unfit and 25 persons as old death cases.

9. M.W. 2 is the Manager, Accounts of the 1st party company and his duty is to prepare the accounts of the company. He is well acquainted with profit and loss account of the balancesheet of the company. He proves Ext. F series as balancesheet of the year from 1989-90 to 1996-97. These balancesheets clearly indicate the cumulative loss sustained by the company every year. He states that in no year the company has earned profit and the net loss carried over to balance-sheet upto 31st March, 1999 is Rs. 1,62,07,51,115. He states that during the years 1997 to 1999 the total production of ores annually was 5 to 6 Lakhs metric tonnes.

10. M.W. 3 states that in 1988-89 there was drastic reduction in despatch of minerals to the buyers i.e. Steel Plant. So the company faced severe shortage of funds to continue operation. Therefore the company proposed to introduce the voluntary retirement scheme for reduction of man power in order to match the salary impact with sales realisation. So there was bipartite settlement, Ext. 1 which led to tripartite settlement Ext. 2 and the objective of both the settlements are to reduce the man power. He states that in all total 376 dependants have been employed under various clauses of the settlement from 1989-90 to 1993-94. As the despatch position of the company did not show any improvement nor financial performance of the company improved the management reached a bilateral agreement with the 2nd party vide Ext. 4 where it was agreed to give employment to 20 heads per month upto June 1991 as per the ratio of age provided in the settlement and thereafter the scheme shall be kept in abeyance till such time the order for despatches reached 90,000 tonnes per month on a sustained basis and generates sufficient funds. But the despatch never reached the target of 90,000 tonnes per month nor sufficient fund generated. Therefore the management started discussion vide Ext. G with the 11nd party relating to this point raised by the union on 30-12-92 which included implementation of the tripartite settlement of 25-4-89. Again there was discussion vide Ext. H on 7-6-93 and it was agreed to modify clauses 2 and 5 of the settlement dated

25-4-89 and as per this agreement, Ext. H the management gave employment to 26 dependants. He states that in July 1998 the Central Government gave a direction to the management to ban all the future retirement against voluntary retirement scheme vide Ext. N. He states that in Ext. 5 there is mention that in 1991 the management sustained off take of around one lakh tonnes per month. He state that after the conciliation failed the A.L.C.(C) referred the matter to Central Government giving the failure report and the Central Government observed that it was not a fit case for reference to Industrial Tribunal vide Ext. L. But subsequently the Central Government again referred the matter without holding any conciliation in the matter.

11. The learned representative of the management submits that at the first instance receiving the failure report from A.L.C.(C), Rourkela the Central Government decided not to refer the matter for adjudication holding that it was not a fit case for reference. So without calling for the conciliation between parties the Central Government cannot again refer it for adjudication as it has no power to do so. So this reference is illegal. In support of his such contention, he invites my attention to the decision reported in L.I. J-1980(Vol-I) at page No. 215 [G. Muthukrishnan Vrs. Administrative Manager, New Horizon Sugar Mills (P) Ltd., Pondichery and others]. The learned representative of the Ist party objects stating that this decision is not applicable to the present case. In that case on failure of conciliation between the management and the workers union the Government was asked to refer the matter for adjudication and the Government regretted its inability. Two weeks thereafter the workers union made a representation to the Government and the Government considered this representation and without notice to the management or without hearing them referred the matter for adjudication. Their Lordship held that once the Government declines to make the reference it cannot make a reference again on the representation of one party, without hearing the other party. In such case the reference is invalid. But here the position is something different. No doubt at the first instance the Government turned down to refer the matter holding that it was not a fit case for adjudication. But again it referred the matter for adjudication. There is no evidence that the Government did so on the representation of any party in this case of the Ist party. That means the Government *sau motu* made the reference. In Abdul Salam and Company Vrs. State of Tamilnadu (43-FJR-180), the Hon'ble High Court observed that if the Government *sau motu* changed their mind without any one prompting them to do so and wanted to exercise their inherent power on the same material which was considered by them in the first instance then the position would be different. That means if the Government exercising its inherent power refer the matter for adjudication *sau motu* after declining it in the first instance then there is no necessity to hear any party and this reference would not be invalid. In the present case I have already observed that there is no evidence that the Ist party made a representation and considering it the Government made the reference.

12. It is an admitted fact of both parties that they entered into settlement for retirement of the employee

under V.R.S. giving employment to their dependants and also giving employment to dependant of an employee dying in harness or becoming medically unfit to work. These schemes were floated not with the sole purpose of giving exclusive benefits to the employee or to the employer. These schemes were floated for giving benefit to both sides. Admittedly the company is a sick industry having already sustained a loss of more than 160 Crores. So it was in a desperate position to reduce the man power, so as to ease the financial pressure on the company. The employees also accepted the schemes as many of them wanted to go on voluntary retirement for different reasons. In the first settlement there was agreement for retirement of fixed number of persons. But as I find the management could not implement it and subsequently there were further settlements between the management and the union modifying the schemes. This subsequent settlement and modification of schemes go to show that the management was unable to implement the scheme and the union could also realise the difficulties of the management in not implementing the schemes for which it agreed to such modification. It is not the case that management totally declined to implement the schemes because evidence has been led which has been discussed earlier that hundred of person have been retired under V.R.S. and in their place their dependants have been appointed and some persons have been given appointment on compassionate ground. In Ext. N issued by the Government on 13-7-98 the Government asked the company to ban all further recruitments and to abolish the post falling vacant due to V.R.S. But here the case is something different. As per the settlement arrived at between the parties no post is going to fall vacant under V.R.S. because it is decided that in case of an employee going on retirement under this scheme one of his dependants would be absorbed. By this scheme the company will get only financial benefits due to difference in pay scales of the new entrant and the person going on retirement. By this scheme actually there was no reduction in man power. The management never entered into this settlement with the intention of reducing man power. In that case, there should not have been any clause for giving appointment to a dependants of each retiring employee. Similarly appointment on compassionate ground the dependant is given appointment in place of a person dying in harness or becoming declared medically unfit to work. When an employee dies in harness or becomes medically unfit to work a post falls vacant and his dependant is given appointment on compassionate grounds for such appointment no new post is created. The learned representative of the Ist party submits that company is not bound to give appointment on compassionate ground. In support of his such contention he relies on a decision of the Apex Court reported in L.I.J.-91 (Vol-1) at page 492. In that case the company rule provided for compassionate appointment depending on availability of vacancies. There was ban imposed on fresh recruitment. The company offered incentive for voluntary retirement to reduce work force due to surplus labour. There their Lordships held that there was no obligation for the company to make appointment on compassionate ground. The case of the applicant will be considered if vacancies will be available and the company deciding to fill such vacancy. In the present case, there is no such ban order. The company entered into these settlement not to reduce the

work force but to ease the financial crisis. Moreover in the present settlement a person will be given appointment due to vacancy created by death of an employee or an employee becoming medically unfit to work. No new post is created for such appointment. There is no ban order for not giving appointment to such person. The company once entering into such settlement with the union is estopped from taking the plea that this recruitment on compassionate ground is illegal. Further Exts. 6, 7 show that the company received order of despatch of more than one lakh tonnes each month from June 1992 onwards.

13. The company is a sick industry and has already sustained loss of more than 180 crores. So I feel that I should not pass any order which can put additional burden on the company causing financial crisis which may ultimately force the management to close down the company causing hardships not only to these employees who are eager to go on retirement, but also to other employees who are not coming under these schemes. So keeping this in mind I pass the following order.

"The 1st party management and the 2nd party union should again discuss about the schemes and reach a settlement within 4 months from the date of order which will be beneficial to both the parties failing which the 1st party management is to allow the workers to opt for voluntary retirement scheme and the management is also to give employment to the dependants of the employee who died in harness or is declared medically incapacitated for further employment by the Company's Medical Board as per tripartite settlement dated 5-4-89 and bilateral discussion dated 7-6-93."

Accordingly the reference is answered. Dictated and corrected by me.

A. K. DUTTA, Presiding Officer

नई दिल्ली, 28 मई, 2001

का.आ. 1426.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पारादीप पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-2001 को प्राप्त हुआ था।

[सं. एल-38011/3/94-आई आर (एम)]

बी.एम. डेविड, अव्वर सचिव

New Delhi, the 28th May, 2001

S.O. 1426—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Paradip Port Trust and their workman, which was received by the Central Government on 25-5-2001.

[No. L-38011/3/94-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

SHRI S. K. DHAL, O.S.J.S. (Sr. Branch), PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BBSR

I.D. Case No. 44/95(C), renumbered as Tr. I.D. 102/2001

Dated, Bhubaneswar, the 17th May 2001

BETWEEN:

The Chairman, Paradip Port Trust,
P.O. Paradip, Dist. Jagatsinghpur,
Orissa.

...First Party-
Management.

Vrs.

The General Secretary,
Utkal Port and Dock Workers
Union, Brundaban Housing Complex,
P.O. Paradip, Dist. Jagatsinghpur,
Orissa.

...Second Party-
Union.

APPEARANCES :

Shri Saroja Kumar Mishra—For the 1st Party-
Management.

Shri Prasanta Kr. Kar.—For the 2nd Party-
Union.

ORDER

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act 1947, (14 of 1947) has referred the following dispute for adjudication vide their order No. L-38011/3/94-IR (Misc.), dated 21-7-1995.

"Whether the action of the Management of Paradip Port Trust in shifting the work of bagging, stitching and other ancillary work which was previously done inside the Port prohibited area to outside the prohibited area and thereby causing dis-engagement of the subsidiary/stand by workers of Paradip Port Trust is justified? If not, to what relief the workman are entitled?"

2. For answering the above reference the relevant facts runs thus:—Prior to the year 1989 the operation of bagging, stitching and other ancillary work were being done in the prohibited area of the Paradip Port. There are two types of workers. 1st One is main listed workers and the 2nd one is subsidiary/stand by workers. The 2nd Party before this Tribunal are stand by workers of Paradip Port Trust. The general practice is that the operation of bagging, stitching and other ancillary works were being done by the main listed workers. If the work load is more and all workers of the main list is exhausted then the services of the subsidiary/stand by workers is to be utilised.

3. Under this back ground the grievances of the 2nd Party is that the Management without any reasonable cause shifted the operation of bagging stitching and other ancillary works from the prohibited area to outside to give scope to the outside workers to do the work but not the stand by workers. They raised dispute before the Labour Commissioner. Conciliation failed and the matter was referred to the Government of India (Ministry of Labour) for making reference to this Tribunal. Initially the Government of India refused to make any reference and subsequently this reference has been made to answer the questions stated above.

4. After receipt of the notice parties have appeared. They have filed their statement. Both the parties have adduced oral evidence and produced some documents which have been marked as Exts. in this case. On pleadings of the parties the following issues have been framed for consideration.

ISSUES

1. Whether the shifting of work site of bagging, stitching and other ancillary works done by the workmen inside the Port, which is a prohibited area, is justified and has consequential effect to the subsidiary/stand by workers?
2. If so, what is the remedy?
3. If the Subsidiary/standby workers are 'workmen' of Paradip Port Trust?

Issue No. 1

5. The 2nd Party has tried to satisfy this Tribunal that the action of the Management by shifting the work of bagging, stitching and other ancillary work from the prohibited area to outside is to give scope to the outside labourers to attend the work at a lower rate. According to them without any reason the Management shifted the place of bagging, stitching and other ancillary work and thereby violated the cargo handling scheme with a view to reduce trade Union's strength and for the personal gain of the traffic department of the authorities.

6. On the other hand, it has been submitted on behalf of the Management that the operation of bagging, stitching and other ancillary work which was previously done in the Port prohibited area continued till June, 1989. Thereafter due to large scale handling of Thermal Coal and coking coal inside the Port prohibited, area the importers in the year 1989 decided to receive the bulk fertilizer from the ship directly for despatch of their leased warehouses outside the Port prohibited area. This was objected to by the 2nd Party-Union which was then controlling the majority of the main listed workers. A meeting was held with Utkal Port and Dock Workers' Union on 8-6-89 and 9-6-89. It was jointly agreed to shift the bagging, stitching and other ancillary work to outside the prohibited area. It is further submitted that the action of the Management for shifting was only objected by the main listed workers but not the Opposite parties. Inviting attention to this Tribunal to the decisions of

the Hon'ble Court and the report of the High Power Committee it has been submitted that the work of bagging, stitching and other ancillary works was not sufficient to utilise the services of the main listed workers. So the question of utilising the services of the Opposite parties does not arise

7. After hearing the parties and on perusal of oral evidence as well as documentary evidence produced on behalf of the parties I find substantial force in the submission made on behalf of the Management. Opposite Parties (workmen) will succeed if they can establish that when the operation of bagging, stitching and other ancillary works were done in the prohibited area they were getting scope to attend the work and when it has been shifted they have been deprived of the said job. In that case the shifting would not be justified. But in my opinion the workmen (Opposite Parties) have failed to establish the above facts. In O.I.C. 2276/85 which has been marked in this case as Ext.-2, the Opposite Parties have made a prayer to enlist their names in the main list but not the outsiders. The Hon'ble Court were pleased to observe that no outsiders could be enlisted until the standby list is wholly exhausted. It was also further observed that, the question of giving work to standby workers (Opp. Parties) could only arise after there is sufficient work beyond the capacity of the regular workers of the main list and the Management is not in a position to give sufficient work to those workers of the main list, the grievance of the standby list workers is uncalled for. The Hon'ble Court have workers from the subsidiary list have been opted for the same and they have been enlisted and presently working in such operation. This fact has not been disproved by the Opposite Parties.

9. So in my opinion the grievances of the Opp. Parties is that they are getting sufficient work when the operation of bagging, stitching and other ancillary works being done in the prohibited area and they have lost the same opportunity in view of the shifting does not appears to have any foundation. The shifting operation of bagging, stitching and other ancillary works have been done by the Management for the larger interest. In my opinion the Opp. Parties are not competent enough to challenge the action of the Management in this regard. So the Issue No. 1 is answered in favour of the Management. In other words shifting of operation of bagging, stitching and other ancillary works made by the Management is not unjustified.

10. In view of my above findings it can not be said that the Opp. Parties have lost the opportunity to get the work due to shifting. So Issue No. 2 is also answered in favour of the Management.

11. Neither party have pressed for Issue No. 3.

ORDER

12. Hence, ordered that the action of the Management of Paradip Port Trust in shifting the work of bagging, stitching and other ancillary which was also been pleased to observe that whenever any such occasion would arise, preference should be given for allocating the work to the workers of the standby list. No materials have been placed before this

Tribunal by the Opp. Parties that when the operation of bagging, stitching and ancillary work was being done in the prohibited area the standby workers were getting chance to work. Rather the Management has succeeded in proving that the work load was not sufficient to accommodate the main list workers. In the report of the High Power Committee which has been exhibited in this case as Ext. E. In para 15 21 of Page 178 it has been observed that :

"As has been indicated earlier, there is a list of 504 Mazdoors belonging to the standby category. The High Court of Orissa has passed order that in case there are not enough workers in the main list to do the work specified in 1979 scheme, these workers in the standby list would have a prior claim to be engaged for that work. As things, however, so transpires that the number of workers enlisted in the Main list was far in excess of the requirements of the work contemplated by 1979 scheme, the workers in the stand by list consequently never got any practical benefit from the order made by the High Court for securing priority for being engaged for work contemplated by 1979 scheme."

8. The submission made on behalf of the Management that when the main list workers were found surplus to the requirements there is no scope to other employment opportunity to subsidiary workers under the existing working arrangement, has got force in view of the observations made by the High Power Committee in their report. Keeping this in mind the High Power Committee has recommended that such of the workers of the subsidiary list, workers who will opt for 1994 C & F scheme can be engaged in C & F operations. Accordingly 239 previously done inside the Port prohibited area to outside the Port prohibited area is justified and has got no consequential effect to the subsidiary standby workers. So the standby workers are not entitled to any relief.

13. The reference is accordingly answered.

Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 29 मई, 2001

का.आ. 1427.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मर्मूगो पोर्ट ट्रस्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25 मई, 2001 को प्राप्त हुआ था।

[सं. एल-36011/3/95-आई. आर. (एम)]

बी, एम. डेविड, अवसर सचिव

New Delhi, the 28th May, 2001

S.O. 1427.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mormugao Port Trust and their workman, which was received by the Central Government on 25th May, 2001.

[No. L-36011/3/95-IR(Misc.)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

Misc. Application No. CGIT-2/4 of 1999.

IN

Reference No. CGIT-2/43 of 1996.

PARTIES :

The General Secretary,
Mormugao Port Trust (MOHP)
Workers' Union,
C/o. Adv. Gayatri Singh,
4th floor, Engineer House,
86, Apollo Street,
Near Stock Exchange,
Fort, Mumbai-400 023.

..Applicant

Versus

Chairman,
Mormugao Port Trust,
Mormugao Harbour,
Goa-India.

..Opponent

APPEARANCES :

For the Applicant.—Mr. S. R. Fadte, Representative.

For the Opponent.—Mr. M. B. Anchan, Advocate.

Mumbai. dated the 29th March, 2001.

JUDGMENT

This application is filed by the Union, Mormugao Port Trust (MOHP) Workers' Union for restoration of Reference No. CGIT-2/43 of 1996, disposed of by the Tribunal vide Order dated 31-3-99 for want of prosecution.

By-the Order No. L-36011/3/95-IR(Misc.), dated Nil, the Central Government sent the following reference for adjudication to the Tribunal.

SCHEDULE

- (1) "Whether the action of the management of Mormugao Port Trust in awarding punishment on 31-10-95 of withholding one increment for a period of one year and promotion for a period of two years to Shri

S. R. Fatto, Att. G.I. and Shri Sakharan Amerkar, Att. G.I. who were also the General Secretary and President respectively of Mormugao Port Trust (MOHP) Union is justified? If not, to what relief the workman are entitled?"

- (2) "Whether the action of the management of Mormugao Port Trust to issue order of appointment of Enquiry Officer on 30-10-95 and then the Enquiry Officer fixing Enquiry Proceedings on 15-11-95 in order to enquire into the alleged misconduct done by Shri S. R. Fatto, Shri Sakharan Amerkar and Shri Joaquim Gracias who were also the General Secretary, President and Vice President of Mormugao Port Trust (MOHP) Workers' Union for the misconduct of the month of March, 1996, at a time when conciliation proceedings were pending and the Conciliation Officer had advised to the parties to maintain "status quo" is justified? If not, to what relief the concerned workman/Union are entitled?"

3. In response to the notice, the concerned parties i.e. The General Secretary of the Union and the Management i.e. Mormugao Port Trust appeared. Union filed Statement of Claim (Ex-6) and Management filed their Written Statement (Ex-8) and on rival pleadings of the parties, issues were framed at Ex-11 on 22-7-97. Thereafter, the matter was fixed for filing affidavit. However, the Union did not file affidavit by way of Examination-in-Chief, therefore, the Tribunal disposed of the reference on 31-3-99, which was notified on 22-4-99 for want of prosecution.

4. It is the contention of applicant Union that, due to poor financial condition, they could not send their Representative to file the affidavit in Mumbai, and that the Advocate engaged by them Ms. Monisha Coelho had gone abroad and therefore, they were unaware on fixing of date of them and Award. It is further their contention that, office bearers of the Union did not get leave, therefore, they could not proceed with the reference. The reference involves material issues which need to be enquired on merit, therefore, it is contended, for proper adjudication, the reference be restored, by setting aside the Order of disposal for non-prosecution.

5. The Management opposed the application by filing Say Ex-5. It is contended that the applicant Union had engaged advocate to represent their case. The representative of the Union filed Claim Statement and thereafter attended some dates, which shows their financial capacity. They contended that according to Union, their advocate had gone abroad in 1998, however, the matter was fixed for filing affidavit by way of Examination-in-Chief in 1999. It is contended that the date for filing affidavit was fixed in Mumbai and Goa as per the convenience of representative of Union, however, they did not bother to attend even in Goa on 25-2-99 and 26-2-99, nor filed affidavit of the concerned, by way of Examination-in-Chief. Therefore, there was no alternative for the Tribunal except to dispose of the Award as the Union had lost interest. It is further contended

that, without any sufficient cause, the applicant Union remained absent on the dates on which the reference was fixed, and that the instant application came to be filed on 26-11-99 for setting aside the Award dated 31-3-99 which was notified on 22-4-99, which shows they are not vigilant and therefore, the application deserves to be dismissed.

6. On hearing the Learned Counsel for the management and representative of Union and perusing the record, a short point arises for any consideration in this application.

- (1) Whether sufficient cause shown by, the applicant Union for absence of appearance on the date of hearing and on which the Award was made so as to restore the reference CGIT-2/43 of 1996, by setting aside the Order of disposal dt. 31-3-99?

My findings is in the negative for the reasons recorded below :

REASONS

7. At the threshold, it is relevant to note that the Union filed Claim Statement (Ex-6) on 10-3-97, though they were served with the notice of the Tribunal on 16-10-96 and that, after framing the issues on 22-7-97, the matter was fixed for filing of affidavit by the Union on 22-8-97, 19-9-97, 23-10-97 and 12-5-98 at Mumbai and later on 25-2-99 at Goa. However, there also they remained absent. Consequently, no affidavit by way of Examination-in-Chief in support of the claim is on record till 31-3-99. This shows since beginning the Union was not at all vigilant.

8. While considering the instant restoration application, in the light of Rule 22 and 24 of Industrial Disputes (Central) Rules, 1957, which attract order 9, Rule 13 of Civil Procedure Code, it is necessary to see whether, there was sufficient cause for the Union to remain absent on the date on which the Award was made and whether, the applicants are prompt in order to get the Award set aside.

9. On perusal, the record of Ref. No. CGIT-2/43 of 1996, it is seen, as stated above, the matter was fixed for filing affidavit by way of Examination-in-Chief in Mumbai on 22-8-97, 19-9-97, 23-10-97 and 12-5-98 and at Goa on 25-2-99 and 26-2-99, thereafter till award i.e. 31-3-99. However, Roznama shows none on behalf of the Union remained present. According to the applicant, due to poor financial position and as their advocate had gone abroad and as the office bearers of the Associations did not get leave, they could not remain present, which is sufficient ground for them to restore the reference. On perusal the record, it is seen, Union had engaged two advocates Shri Colin Gonaslaves and Ms. Monisha Coelho. They must have been paid fees, therefore, hardly it can be said that union is financially poor. So far the contention that advocate for union had gone abroad and the office bearers did not get leave and therefore they did not know on the date of filing affidavit and the Award, nothing of the sort on record. It is significant to note that the Tribunal for the convenience of the office bearers of the Union, in response to their letter (Ex-2), had fixed the matter at Goa, wherefrom they hail, on 25-2-99,

26-2-99, though they were not present on the earlier dates in Mumbai, discussed supra, however, Union did not avail opportunity.

10. Needless to say while administration of justice equity plays a prominent role. The reference as held by the Learned Counsel for the Union involves material issues, however, one who seeks equity must do equity. In the case in hand, inspite of giving sufficient opportunity the concerned representative of the Union did not bother on the matter, and from this point of view also they cannot be favoured.

11. Apart from this, the roznama of this application shows that after filing the application Union representative remained absent thereby they do not bother even of this application and that when the matter was fixed at Goa on 24-1-2001, the representative of Union. Mr. Fadte made submissions that the application be allowed, which infact, does not deserve to be allowed, as no sufficient reason for preventing them from appearing on the date fixed for hearing and award has been pointed out.

12. As stated above, the Award, which the applicant Union prayed to restore, was passed on 31-3-99 and notified on 22-4-99 and that, this application for restoration came to be filed on 26-11-99. Union representative nowhere pointed out as to why they seek relief after about seven months, which is vident to show that they are not prompt and bonafied. Their Lordships of Supreme Court in Satnam Verma Vs. Union of India, 1985 LAB. IC 738 set aside the award passed by the Tribunal dated 26-2-82. However, in that case the parties therein were bonafide and prompt. In the case in hand, it was however, record clearly shows that applicants are neither bonafide nor prompt, therefore they have can not avail to the said ruling and under such circumstance, I find not proper to restore the reference by setting aside the award in Ref. CGIT-2/43 of 1996 dated 31-3-99. Consequently application deserves to be dismissed being devoid of substance. Point is answered accordingly and hence the order :

ORDER

Applications stands dismissed.

No order as to costs in view of peculiar circumstances on record.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 28 मई, 2001

का.ग्रा. 1428.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार मैसूर मिनरल्स लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25 मई, 2001 को प्राप्त हुआ था ।

[एन-29012/105/94-आई आर (एम)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 28th May, 2001

S.O. 1428.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mysore Minerals Ltd., and their workman, which was received by the Central Government on 25th May, 2001.

[No. L-29012/105/94-IR (Misc.)

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated the 14th May, 2001

PRESENT :

Hon'ble Shri V. N. Kulkarni BCom. LLB
Presiding Officer
C. R. No. 38/97

I PARTY :

The General Secretary,
Mysore Minerals Emp.,
Association, No. 39,
M. G. Road,
Bangalore-1.

II PARTY :

The Vigilance & Chief,
Administrative Officer,
Mysore Minerals Ltd.,
No. 39, M. G. Road,
Bangalore-1.

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Dispute Act, 1947 has referred this dispute vide order No. L-29012/105/94-IR (Misc) dated 10-5-1995 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Mysore Minerals Limited in denying the designation of clerk and benefits accruing there to Shri T. K.

Prakash is justified ? If not, to what relief he is entitled ?”

2. After issue of notices parties appeared and filed Claim Statement and Counter Respectively.

3. The first party was joined the services of the second party as helper. His grievance is that right from the date of his appointment as helper he had been discharging duties of Second Division Clerk but he is being paid only pay and allowances applicable to the helper. Therefore, he raised a dispute.

4. The first party filed Claim Statement. The case of the first party is that while working as Clerk he has not given the pay scale of Second Division Clerk. He submitted application for being designated as Second Division Clerk in the scale of Rs. 490-950 and second Division Assistant in the scale of Rs. 1040-1900 from 1-7-1993 having regard to actual work done by him but the same were not given. The action of the management is illegal and amounts to exploitation and wrongful exaction of work and discriminatory. The first party for these reasons has prayed to pass an award in his favour.

5. The second party filed counter

6. The case of the Second Party in brief is as under :—

The first party workman was appointed as a Helper purely on casual basis, on daily wages in the company on 1-2-1983 and his services were regularised as Helper (Mechanical) in the applicable monthly rated scale of pay w.e.f. 1-6-1985 and this scale of pay was revised from time to time consequent upon the revision of pay scales of the company employees.

7. All the allegations made by the first party are not correct. The first party was only a helper (Mechanical) and was drawing pay and allowances applicable to that post. At no point of time the first party worked in the capacity of clerk in the office and therefore, the reference has to be rejected. There was no provision in the cadre and recruitment rules of the company to consider the promotion of the first party. For the promotion to the post of Second Division Clerk, the minimum qualification is Graduation for direct recruitment and for promotion by selection on the basis of seniority from the cadre of Class IV employees who are matriculates. The first party was not entitled for promotion to the post of Second Division Clerk. It was

only stop gap arrangement at the request of the workman without the sanction from the competent authority worked but the workman has no locus standi to raise to dispute. The reference is not maintainable. The second party for these reasons has prayed to reject the reference.

8. The dispute referred is whether the management is justified in denying the designation of clerks and benefits to the first party workman.

9. It is seen from the records that the first party produced some circulars but they are not helpful to the applicant. The first party was working for some time as a clerk but according to the management it was temporary and without any approval. I have considered the written arguments given by the first party. The documents relied by the first party are not sufficient to prove that the applicant is entitled to designate as Clerk. The material before me is not sufficient to pass award in favour of the applicant. Considering all this I proceed to pass the following order :—

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me 14-5-2001).

(HON'BLE SHRI V. N. KULKARNI),
Presiding Officer.

नई दिल्ली, 28 मई, 2001

का.आ. 1429.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार में, जयपुर उद्योग लि. के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25 मई, 2001 प्राप्त हुआ था।

[सं. एल-290/12/79-डी-III-बी]

बी. एम. डेविड, अवर सचिव

New Delhi, the 28th May, 2001

S.O. 1429.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Jaipur Udyog Ltd., and their workman, which was received by the Central Government on 25-5-2001.

[No. L-290/12/79-D-III-B.]

B M. DAVID, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायलय, जयपुर
प्रकरण संख्या :-सी.आई.टी. बी/10/97
आदेश संख्या :-एच-290/12/79-डी-III(बी) 6/5/97
हुकमचंद शर्मा, फॉर्मैन, द्वारा श्री एस.एफ. बेग, अधिनियम
ठाकुर बोराल का रास्ता, किशनपल बाजार जयपुर।

-----प्राथी

बनाम

- 1-अधीक्षक, फकीरी खारी, सवाईमाधोपुर।
2-मैजिस्ट्रेट जयपुर उद्योग डिपार्टमेंट, सवाईमाधोपुर।

-----अप्रार्थी

उपस्थित :—

प्राथी की ओर से श्री एस.एफ. बेग
अप्रार्थी की ओर से श्री मनोज कुमार शर्मा
पचाट दिनांक 3-4-2001

पंचाट

केन्द्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम, 1947 कहा गया है।) की धारा 10 की उपधारा (i) के खंड-घ के प्रावधानों के अन्तर्गत न्यायनिर्णयन हेतु इस अधिकरण को निर्देशित किया गया :—

“Whether the action of the management of Jaipur Udyog Ltd., Sawai Madhopur, in prematurely retiring Shri Hukum Chand Sharma, Foreman, is justified? If not, to what relief the workman is entitled?”

प्राथी की ओर से स्टेटमेंट ग्राफ क्लेम प्रस्तुत किया गया, जिसमें उल्लेख किया गया कि उसकी प्रथम नियुक्ति अप्रार्थी प्रबन्धक के अधीन 1953 में की गई थी। नियुक्ति के समय उसकी आयु 22 वर्ष की थी। उनके प्रजिज्ञान प्रमाणपत्र में उसकी जन्म तिथि 16-4-1931 अंकित है। प्रथम नियुक्ति के समय भी उसने जन्म तिथि 16-4-1931 ही बताई थी व फॉर्म-बी में भी जन्म तिथि 16-4-31 अंकित की थी। अप्रार्थी ने व्यक्तिगत द्वेषता के आधार पर तथा अन्य व्यक्तियों को नियुक्ति देने की बदनियति से उसकी जन्म तिथि 16-4-1931 में काट-छांट कर रद्दोत्पन्न कर दिया। उसके सम्पूर्ण सेवाकाल में कोई वरिष्ठता सूची प्रकाशित नहीं की गई व न कोई डुप्लीकेट सेवा पुस्तिका उपलब्ध कराई गई जिससे यह पता लग सकना कि उसकी जन्म तिथि में किसी प्रकार की कोई रद्दोत्पन्न हो गई है। अन्वन्ता अधिरक्षक विभागीय स्तर पर जारी की गई थी, जिसमें श्रमिकों की आय अंकित की गई थी व तब स्पष्ट किया गया था कि यदि जन्म तिथि के सम्बन्ध में किसी प्रकार की कोई आपत्ति हो तो एक माह की अवधि में आपत्ति प्रस्तुत करें। उसने निर्धारित समय में अपनी आपत्ति अधीक्षक फकीरी खारी को प्रस्तुत कर दी। आपत्ति प्रस्तुत करने के उपरान्त भी उसकी जन्म तिथि व कोई सुधार नहीं किया गया अर्थात् जन्म तिथि 16 अप्रैल, 1931

को आधार मानकर 58 वर्ष की आयु मानकर उसे सेवानिवृत्त कर दिया। उसने 26 अप्रैल, 1947 का जारी किया गया फॉर्म क्लास इंजिनियरिंग सर्टिफिकेट ऑफ काम्पिटेंसी प्रस्तुत किया था, जिसमें उसकी जन्म तिथि 16-4-1931 दर्शाई गई थी। उक्त प्रमाणपत्र को डुप्लीकेट प्रति प्रस्तुत करने हेतु उसने चीफ इंस्पेक्टर ऑफ वायर्स पंजाब मुल्तान रोड, लाहौर को प्रार्थनापत्र प्रेषित किया, जिसके जवाब में सूचित किया गया कि जोनान मुस्लिम थे, उनका रिकार्ड 14-10-49 को चीफ इंस्पेक्टर आफ वायर्स पंजाब (इंडिया) को भेज दिया गया है, ऐसी स्थिति में डुप्लीकेट प्रति नहीं भेजी जा सकती। उसने चीफ इंस्पेक्टर वायर्स पंजाब (इंडिया) का भी प्रार्थनापत्र डुप्लीकेट प्रति भेजे जाने हेतु प्रेषित किया परन्तु उन्होंने भी सूचित किया कि पंजाब में कोई बोर्ड कार्यरत नहीं है इसलिए डुप्लीकेट प्रति नहीं भेजी जा सकती। उसने मेडिकल ज्यूरिस्ट से भी आय संबंधी प्रमाणपत्र प्राप्त किया व प्रस्तुत करने पर उस पर भी कोई विचार नहीं किया गया। यह भी उल्लेख किया गया कि प्राथी श्रमिक है वह कोई मैनेजरियल अथवा सुपरवाइजर एवं प्रशासनिक कार्य नहीं करता। उसकी सेवानिवृत्ति करने से पूर्व औद्योगिक विवाद (केन्द्रीय) नियम, 1957 (जिसे बाद में अधिनियम 1957 कहा गया है।) के नियम-77 के प्रावधान के तहत सेवानिवृत्त किए जाने से पूर्व कोई वरिष्ठता सूची प्रकाशित नहीं की गई व अधिनियम, 1947 की धारा 25-एफ की पालना नहीं की गई। प्रार्थना की गई कि प्राथी को सेवानिवृत्त किए जाने के आदेश 15-4-1979 को अवैध एवं अनुचित घोषित किया जाये व सेवानिवृत्ति की तारीख से सबेत्तनिक निरन्तर सेवा में माना जाए व दिनांक 16-4-1931 की जन्म तिथि के आधार पर सेवानिवृत्ति का लाभ व्यक्त सहित दिया जाए।

अप्रार्थी की ओर से स्टेटमेंट ग्राफ क्लेम का जवाब प्रस्तुत किया गया, जिसमें आपत्ति की गई कि विवाद दोनों में उठाया गया है, अतः खारिज हो जाये योग्य है। विवाद युक्तिगत नहीं उठाया गया है व विवाद सेवा में बखर्खिनी, डिप्लोमा या डिप्लोमा का नहीं है, अतः निर्देश अवैध है। प्राथी “कर्मकार” की परिभाषा के अन्तर्गत नहीं आता। वह सुपरवाइजर या व 500/- रुपये महाजारी में अधिक वेतन प्राप्त करता था। प्राथी सेवानिवृत्ति के समय लाभ प्राप्त कर चुका है, अतः जो ऑफ स्टेशन के आधार पर वह सेवानिवृत्ति को चुनौती नहीं दे सकता। यह भी उल्लेख किया गया कि प्राथी ने अपनी जन्म तिथि के बारे में जो दावे विभिन्न स्तरों पर प्रस्तुत किए वह सुनवाई के धरवाजे नहीं हो चुके हैं, जो उस पर पुनः विचार नहीं किया जा सकता। प्राथी के उक्त आरोपों का कि उसकी जन्म तिथि दिनांक 16-4-1931 में रद्दोत्पन्न कर दिनांक 16-4-1921 की गई, को भंग करने के लिए वह उल्लेख किया कि प्राथी के द्वारा प्रस्तुत किए गए निवेदन हेतु आवेदन व प्रार्थना के अनुसार उसकी जन्म तिथि 16-4-1921 थी। प्राथी ने अतः आवेदन के माध्यम से अपने आरोपों का जो विवरण दिया है जन्म वर्ष 1941-से 1947 तक मैजिस्ट्रेट डिपार्टमेंट के निराकरण में होना बताया

है। उम्मीद है कि उसकी जन्म तिथि 16-4-1931 के आधार पर उसकी 10 वर्ष की आयु होना संभव नहीं है यदि प्रार्थी की जन्म तिथि वर्ष 1931 मानी जाए तो वह 10 वर्ष की आयु में हाईस्कूल की परीक्षा में नहीं बैठ सकता था। प्रार्थी डाक्टरी सीमेन्ट व अन्य संस्थानों में 12 वर्ष तक कार्य कर चुका था व दिनांक 23-3-1946 को अपनी उम्र 24 वर्ष बताई थी, जिसके अनुसार उसकी जन्म तिथि 16-4-1921 ही सही है। प्रार्थी की सेवा पुस्तिका में उसकी जन्म तिथि 16-4-21 ही अंकित है और उसी के अनुसार उसकी सेवानिवृत्ति की गई है। प्रार्थी ने प्रमाणपत्र नम्बर 669 सन् 1947 की प्रतिलिपि अपनी नियुक्ति के लिए आवेदन के साथ जमा की थी, जिसमें उसकी जन्म तिथि 16-4-21 दिखाई गई थी। प्रार्थी को जून बतौर प्रमाणपत्र नम्बर 669/1947 पेश करने के लिए कहा गया था, जो उसने पेश नहीं किया। मेडिकल प्रमाणपत्र में प्रार्थी की उम्र के बारे में कोई निष्कर्ष नहीं निकाला जा सकता, भवानिवृत्ति "छटनी" की परिभाषा के तहत नहीं आती व निम्न 1947 की धारा 25-एफ व नियम, 1957 के नियम 77 के प्रावधान प्राकट्य ही होते।

पक्षकारों के अभिकथनों के आधार पर निम्नांकित विवाद बिन्दु बताए गए :—

- (1) आया प्रार्थी की जन्म तिथि 16 अप्रैल, 1931 है व अपार्थी प्रबन्धक ने उनसे कांट-छांट कर 16-4-1921 कर दी।
- (2) आया प्रार्थी की जन्म तिथि के बारे में विवाद दीवानी न्यायालय ने उक्त सुनवाई कर निर्णित कर दिया है यदि हा तो इसका प्रभाव ?
- (3) आया प्रार्थी को ग्राफ एस्टोमल के आधार पर अपनी सेवानिवृत्ति को चुनोती नहीं दे सकता।
- (4) आया प्रार्थी के द्वारा विवाद देरी में उठाये जाने के कारण क्लेम खारिज किए जाने योग्य है ?
- (5) आया जबकि रेटेज्डेड आफ क्लेम के खंड संस्था-5 के अनुसार निर्देश प्रवैध है ?
- (6) आया प्रार्थी औद्योगिक विवाद अधिनियम, 1947 में दी गई "कर्मकार" की परिभाषा के अन्तर्गत नहीं आता ?
- (7) आया प्रार्थी को अपार्थी द्वारा समय से पूर्व सेवानिवृत्त किया गया ?
- (8) प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है ?

क्लेम के ननर्थन में प्रार्थी ने स्वयं का जन्म-तत्त्व प्रस्तुत किया जिस पर प्रतिरीक्षा करने का अवसर अपार्थी के अधिवक्ता को दिया गया। प्रत्येकीध रणध में प्रार्थी की ओर से प्रतिलिपि काम्पिटीसी प्रमाणपत्र प्रदर्श डब्ल्यू-1, प्रतिलिपि आवेदन पत्र बाबत नियुक्ति प्रदर्श डब्ल्यू-2, प्रतिलिपि पत्र अधीक्षक दिनांक 28-8-1978 प्रदर्श डब्ल्यू-3, प्रतिलिपि पत्र अधीक्षक दिनांक 9-3-1979 प्रदर्श डब्ल्यू-4, रिपोर्ट

मेडिकल ज्यूरिस्ट दिनांक 27-10-78 प्रदर्श डब्ल्यू-5 प्रतिलिपि आवेदन पत्र प्रतिलिपि दिनांक 21-9-1979 प्रदर्श डब्ल्यू-6 प्रतिलिपि आवेदन पत्र प्रमाणपत्र एम्.बी. सिविल रिट पीटीशन नम्बर 1594/1981 दिनांक 19-1-85, प्रतिलिपि आवेदन एम्.बी. सिविल रिट पीटीशन नम्बर 310/87 दिनांक 12-7-89, प्रतिलिपि आवेदन एम्.बी. सिविल रिट पीटीशन नम्बर 6199/92 दिनांक 31-1-97 क्रमशः प्रदर्श 7,8,9 प्रतिलिपि पत्र अधीक्षक दिनांक 7-10-71 प्रदर्श डब्ल्यू-10, प्रतिलिपि आवेदन प्रिदा जज, सपर्ट-गोपुर प्रदर्श डब्ल्यू-11 प्रस्तुत की। अपार्थी की ओर से कोई साक्ष्य प्रस्तुत नहीं की गई।

बहाने सुनी गई एवं जलाली का अवरोध निरस्त गया। बताए गए दिनांक बिन्दुओं का निम्नलिखित प्रकार से निर्यात जाता है :—

बिन्दु संख्या :—1 प्रार्थी के विगत प्रतिलिपि ने तर्क दिया है कि प्रार्थी की जन्म तिथि दिनांक 16-4-1931 है जिसका ननर्थन प्रमाणपत्र पट्टिकेड आफ काम्पिटीसी प्रदर्श डब्ल्यू-1 व मेडिकल रिपोर्ट प्रदर्श डब्ल्यू-5 में होता है। उम्मीद है कि बिन्धी संस्थान में नियुक्ति हेतु आवेदन करते समय प्रार्थी के द्वारा जन्मतिथि नहीं बताई गई थी, अतः नियुक्ति आवेदन प्रदर्श डब्ल्यू-2 में प्रार्थी की जन्म तिथि 16-4-1921 लिखा होने का कोई सन्देह नहीं है। उम्मीद है कि जन्म तिथि के संबंध में सर्वप्रथम सूचना प्रार्थी को जून 1978 में नोटिस बोर्ड पर प्रदर्शित की गई थी। जिस पर प्रार्थी ने दिनांक 18-7-78 को प्रार्थी प्रस्तुत कर दी थी, उस पर कोई विचार नहीं किया गया। उम्मीद है कि इस प्रकार प्रार्थी की जन्म तिथि 16-4-1921 मानकर उसे 10 वर्ष पूर्व सेवानिवृत्त किया गया है, जो अपार्थी का कृत्य अधिनियम, 1947 की धारा 2(ओ) के प्रावधानों के अन्तर्गत छटनी के तहत आता है। दूसरी ओर अपार्थी के विगत अधिवक्ता ने तर्क है कि पट्टिकेड आफ काम्पिटीसी प्रदर्श डब्ल्यू-1 जो कि प्रार्थी के पास था, उसमें जन्म तिथि में रद्दोबदल की गई है। प्रार्थी ने नियुक्ति हेतु आवेदन पत्र प्रस्तुत करने के समय अपनी जन्म तिथि दिनांक 16-4-1921 बताई थी। प्रार्थी के द्वारा आवेदन प्रदर्श डब्ल्यू-2 में स्वीकार किया गया है कि वह सन् 1947 में नान-नैट्रि था। उसने सन् 1941 में सेवा प्रारम्भ कर दी थी व तब से ही प्रतिलिपि अधिनियम की परीक्षा पंजाब बाधवर एक्ट के तहत 1947 में उत्तीर्ण कर ली थी। यदि प्रार्थी की उम्र 16-4-1931 होती तो 10 वर्ष की उम्र में डाक्टरी सीमेन्ट फौट्री में सेवा करना भी संभव नहीं था। उनका यह भी तर्क है कि प्रार्थी का कथन विरोधभासी है व उसके जन्म पर विचार नहीं किया जा सकता। उनका यह भी तर्क है कि मेडिकल रिपोर्ट जिस डाक्टर के द्वारा दी गई है उसमें तथ्य में प्रस्तुत नहीं किया गया, अतः प्रमाणित नहीं है। दूसरे मेडिकल रिपोर्ट के आधार पर उम्र के बारे में कोई निष्कर्ष निष्कर्ष नहीं निकाला जा सकता।

मेट्रिक आफ काम्प्यूट प्रदर्श डब्ल्यू-1 के मुख्य पृष्ठ पर प्रार्थी की उम्र अंकों में "ए मे बी" भाग में "16" अंकित है। पीछे की ओर अंकों में "सी मे डी" भाग में "16-4-31" अंकित है। उक्त प्रमाणपत्र के ए से बी भाग में जो "16" वर्ष अंकित है, उस स्थान पर गड़ प्रकट होती है। सी से डी भाग में जन्म तिथि 16-4-31 में अंकों में तारीख "16" व महीने का अंक "4" गहरी स्याही में है व वर्ष "1931" फिकी स्याही में है जिससे ऐसा प्रकट होता है कि ए मे बी भाग में 16 व सी से डी भाग में वर्ष "1931" टाईप करवाकर जन्म तिथि के वर्ष व उम्र के अंक बदले गए हैं।

प्रार्थी ने स्टेटमेंट आफ फैम के खंड संख्या-6 में उल्लेख किया है कि "प्रार्थी शक्ति ने प्रथम नियुक्ति के समय जन्म तिथि 16 अप्रैल, 1931 बताई थी तथा फार्म-बी में भी 16 अप्रैल, 1931 ही अंकित की गई थी।" उसने शपथपत्र के खंड संख्या 3 में भी ऐसा ही कथन किया है। प्रतिपरीक्षा में उसका कथन है कि फार्म बी प्रदर्श डब्ल्यू-2 पर ए से बी उसके हस्ताक्षर है। उक्त आवेदन प्रदर्श डब्ल्यू-2 के सी से डी भाग में उसकी जन्म तिथि दिनांक "16-4-1921" होने का उल्लेख है। उसका कथन है कि यह आवेदन रोगन लाल, कर्लक ने भरा था व बाद में उसने आवेदन पर हस्ताक्षर किए थे। उसका कथन है कि सी से डी भाग में उम्र 16-4-1921 उसके कहने में नहीं भरी थी। उसने कहा था कि जन्म दिनांक बाद नहीं है व बाद में बताया गया परन्तु फिर उसने पूछा ही नहीं। उमरी रोगन लाल, कर्लक को जिसने फार्म भरा, उम्र के बारे नहीं बताया। उसका यह कथन कि उम्र के बारे में उसने रोगनलाल, कर्लक को नहीं बताया उसके शपथपत्र के खंड संख्या-3 के विरोधी है जिसमें उल्लेख किया गया है कि फार्म बी में भी जन्म तिथि 16 अप्रैल, 1931 ही अंकित की गई थी व प्रथम नियुक्ति के समय उसने अपनी जन्म तिथि 16 अप्रैल, 1931 ही बताई थी। यदि उम्र जन्म तिथि बाद नहीं थी तो वह अपनी उम्र 16-4-1931 होना कैसे बता सकता था? जो भी हो उसके उक्त कथनों में महत्वपूर्ण विरोधाभास है। जिस व्यक्ति ने मैकेनिकल इंजिनियरिंग की परीक्षा उत्तीर्ण कर ली हो व जो नियोजन हेतु आवेदन करने से पूर्व विभिन्न संस्थानों में लगभग 11 वर्ष सेवा कर चुका हो जैसा कि आवेदन प्रदर्श डब्ल्यू-2 में उसके द्वारा उल्लेख किया गया है, यह अपेक्षा नहीं की जा सकती कि उसे अपनी उम्र के बारे में जानकारी नहीं है। वह यह नहीं बता सका है कि आवेदनपत्र प्रदर्श डब्ल्यू-2 भरने वाला लिपिक रोगन लाल जीवित है या नहीं। वह इस बाबत महत्वपूर्ण साक्षी हो सकता था कि आवेदन प्रदर्श डब्ल्यू-2 के सी से डी भाग में उम्र उसने प्रार्थी के कहने के अनुसार नहीं लिखी। रोगन लाल को साक्ष्य में उपस्थित नहीं करने से उसके विरुद्ध निष्कर्ष निकाला जा सकता है कि यदि वह उसे साक्ष्य में प्रस्तुत करता तो वह उसके कथन का समर्थन नहीं करता। प्रार्थी ऐसा साक्षी नहीं है, जिसके कथन पर पूर्णतया भरोसा किया जा सके। एक बार तो उसका कथन है कि जब डालमिया फैक्ट्री में उसने सेवा प्रारम्भ की

तब वह 12 वर्ष का था। उसके जन्मतारीख उसका जन्म सन् 1931 में हुआ व आवेदनपत्र प्रदर्श डब्ल्यू-2 के अनुसार उसने सन् 1941 में सेवा प्रारम्भ की, जिसके अनुसार डालमिया फैक्ट्री में कार्य करने समय उसकी उम्र 10 वर्ष हुई। अतः उसका यह कथन कि डालमिया फैक्ट्री में नौकरी की तब वह 12 वर्ष का था, आवेदन प्रदर्श डब्ल्यू-2 के अनुसार विरोधी है। उसने प्रतिपरीक्षा में कहा है कि डालमिया सीमेंट फैक्ट्री के व जनरल उद्योग के अतिरिक्त विाधी संस्थान में कार्य करने से पूर्व अन्यत्र नौकरी नहीं की परन्तु बाद में स्वीकार किया कि उसने जनरल इण्डस्ट्रीज टूल्स एण्ड मैन्स-फैक्जुरिंग कम्पनी लिमिटेड, दिल्ली में नौकरी की थी व रोलिंग मिल में भी नौकरी की थी। अतः उसने अपने कथन को इस बारे में कि विाधी संस्थान में नियोजन से पूर्व उसने उक्त उद्योगों के अतिरिक्त कहीं पर नौकरी नहीं की, को बदला है। उसका कथन है कि उसने उम्र के बारे में सवाई-माधोपुर में बाद प्रस्तुत किया था परन्तु कहा कि उसे पता नहीं कि बाद खारिज हुआ है यथवा नहीं। उसने एक बाद सन 1979 में मुसफि, सवाई माधोपुर के न्यायालय में इस बाबत प्रस्तुत किया था कि अप्रार्थी के द्वारा उसे सेवा निवृत्त किये जाने का आदेश अवैध व अशुद्ध है व दौरान दावा अप्रार्थी को अम्बाई निरीक्षा से पाबन्द किया जाए कि उसे सेवानिवृत्त नहीं करे जैसा कि जिला न्यायाधीश के आदेश प्रदर्श डब्ल्यू-11 से स्पष्ट है। प्रार्थी द्वारा मुसफि न्यायालय के आदेश दिनांक 23-4-79 के विरुद्ध जिसके अनुसार उसका अस्थायी निरीक्षा का आवेदन खारिज किया गया था, अपील प्रस्तुत की थी जो जिला न्यायाधीश के द्वारा आदेश दिनांक 12-5-79 के द्वारा खारिज की गई। प्रार्थी शिक्षित है व उसे यह जानकारी नहीं हो कि उसके द्वारा प्रस्तुत बाद खारिज हुआ अथवा लम्बित है, विश्वास करना कठिन है व ऐसा प्रकट होता है कि उसने इस तथ्य को जानबूझकर छिपाया है। प्रार्थी के कथन अनुसार यदि उसका जन्म दिनांक 16-4-1931 को हुआ होता तो उसके द्वारा आवेदन प्रदर्श डब्ल्यू-2 में दिया गया यह विवरण कि वह 10 वर्ष की उम्र में मैट्रिक परीक्षा में सम्मिलित हो गया व 12 वर्ष की उम्र में उसने डालमिया फैक्ट्री में सेवा प्रारम्भ कर दी, विश्वसनीय नहीं लगता। मेडिकल रिपोर्ट प्रदर्श डब्ल्यू-5 दिनांक 27-10-78 में प्रार्थी की उम्र क्लीनिकल व रेडियोलॉजिकल साक्ष्य के आधार पर 40 व 50 वर्ष के बीच होने का उल्लेख किया गया है। जिस डाक्टर के द्वारा रिपोर्ट तैयार की गई उसे साथ में प्रस्तुत नहीं किया गया, अतः उक्त रिपोर्ट प्रमाणित नहीं होती व वैसे भी मेडिकल रिपोर्ट के आधार पर उम्र के बारे में कोई निश्चित एवं सही निष्कर्ष नहीं निकाला सकता। इस प्रकार उक्त निवेदन से यह प्रमाणित नहीं होता कि प्रार्थी की उम्र की जन्म दिनांक 16-4-21 न होकर 16-4-31 है व अप्रार्थी के द्वारा उम्र में बांट-छांट कर उसकी जन्म तिथि दिनांक 16-4-31 को बदोबदल कर 16-4-21 किया गया है।

बिन्दु संख्या :-2 अप्रार्थी की ओर से कोई साक्ष्य प्रस्तुत नहीं की गई कि प्रार्थी द्वारा प्रस्तुत बाव बाबत अस्थाई निवेदना सेवानिवृत्त न किए जाने के बारे में खारिज हो गया है। माननीय उच्च न्यायालय ने एस.बी. सिविल रिटिपिटीशन नं. 310/87 में पारित आदेश दिनांक 12/7/89 में उल्लेख किया है कि बाद विचारधीन होने की दिशा में नैकयूडिकेटा का सिद्धांत लागू नहीं होता, अतः इस बिन्दु का विनिश्चय अप्रार्थी के विरुद्ध किया जाता है।

बिन्दु संख्या :-3, 4, 5—अप्रार्थी के विद्वान अधिवक्ता ने उक्त बिन्दुओं पर खोर नहीं दिया है।

बिन्दु संख्या :-6 प्रार्थी ने कथन किया है कि उसका कार्य तकनीकी था, उसे स्वयं कार्य करना पड़ता था। वेज बोर्ड ने यह निर्धारित किया है कि निश्चित वेतनमान प्राप्त करने वाला व्यक्ति श्रमिक है। ग्रेड जो कि 410-1008, है, श्रमिक की ग्रेड मानी गई है। उसका किसी प्रकार का कोई निर्बंध किसी तकनीकी अथवा गैर तकनीकी श्रमिक पर नहीं था। उसके द्वारा कम्पोजर, ग्राफ़र, डोर, बुल्डोजर की ध्वंशना में सम्मिलित की जाती थी। वह न किसी साथी कर्मकार को निर्देश दे सकता था न किसी का अथवा स्विकृत कर सकता था न किसी के विरुद्ध अनुशासनिक कार्यवाही कर सकता था। वह श्रमिक की श्रेणी में आता है। प्रार्थी के कथन के विरोध में विपक्षी की ओर से कोई साक्ष्य प्रस्तुत नहीं की गई। इस प्रकार प्रार्थी के द्वारा प्रस्तुत की गई साक्ष्य के आधार पर उसका कर्मकार होता प्रमाणित है।

बिन्दु संख्या :-7 विपक्षी के द्वारा प्रार्थी की जन्म दिनांक 16-4-21 के आधार पर 58 वर्ष की आयु पूरी होने पर सेवा निवृत्त किया गया। प्रार्थी का जन्म दिनांक 16-4-21 को होता ही प्रमाणित हुआ है, अतः प्रार्थी का समय पूर्व सेवानिवृत्त किया जाना प्रमाणित नहीं है।

बिन्दु संख्या :-8 प्रार्थी का समयपूर्व सेवानिवृत्त किया जाना प्रमाणित नहीं है व उसके द्वारा 58 वर्ष की आयु पूरी होने पर उसे सेवानिवृत्त किया गया है, जो कर्णतका उचित एवं नहीं है व प्रार्थी कोई सहायता प्राप्त करने का अधिकारी नहीं है।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनाय प्रेषित की जाय।

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पीठासीन अधिकारी

नई दिल्ली, 28 मई, 2001

का.आ. 1430.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत, केन्द्रीय सरकार :मैसूर मिनरल लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय 1788 GI/2001—19

बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-2001 को प्राप्त हुआ था।

[सं. एल-29012/54/94-आई.आर. (एम)]

बी.एम. डेविड, प्रवर सचिव

New Delhi, the 28th May, 2001

S.O. 1430.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Mysore Minerals Ltd. and their workman, which was received by the Central Government on 25-5-2001.

[No. L-29012/54/94-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 22nd May 2001

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com, LL.B,
Presiding Officer.

C.R. No. 16/97

I PARTY

II PARTY

The General Secretary Mysore Minerals Limited Employees Union, No. 79, M.G. Road, Bangalore-560-001.	The Managing Director Mysore Minerals Limited M. G. Road, Bangalore-560 001.
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AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-29012/54/94 IR(Misc) dated 12-1-95 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of M/s. Mysore Minerals is justified in not considering Shri Amrutharadhya for appointment as Mate Assistant? If not, to what relief the workman is entitled?"

2. The first party was discharging duties of a Mate Assistant and was working at Jambur Chromite. He was not considered for regular appointment as a Mate Assistant therefore dispute was raised.

3. First party appeared and filed claim statement.

4. The case of the first party in brief is as under:--
The grievance of the first party is that he was not

considered for regular appointment as a Mate Assistant. The first party was appointed as a Helper purely on temporary basis on a consolidated wage of Rs. 12.25 per day vide appointment order dated 8-2-84. It is the further case of the first party that the second party management has exacted the work from him as Mate Assistant right from the date of his appointment, and his services were continued without any interruption as a Mate Assistant without regularising his services as a Mate Assistant. He gave representation but his request was turned down by the Second party.

5. It is the further case that he is working as Clerk in the office. It is the practice of the second party that, persons who were holding a designation of Mate Assistant, their services were continuously utilised by the second party in the office and they were discharging the duties of Clerk along with Mate Assistant in the office.

6. The second party management has regularised some of the helpers, Painting helpers and workmen as well as workman-cum-mechanical helper as Mate Assistant. But, unfortunately the case of the first party for regularisation as a Mate Assistant has not been considered. His basic pay is Rs. 810. The present basic pay of Mate Assistant is Rs. 840. The second party has not justified in denying the aforesaid benefit by appointing the first party workman as Mate Assistant and extending the pay scale of Mate Assistant, under the facts and circumstances of this case. Therefore the first party has prayed to pass an award in his favour.

7. Second party appeared and filed counter.

8. The case of the second party is brief is as under: The main contention of the second party is that the first party is not entitled to be appointed as a Mate Assistant. The first party was appointed as Helper only on temporary and casual basis on 7th February 1984. His services were utilised as Helper only and not as a Mate Assistant at any point of time as alleged by the first party. He was confirmed in the post of Helper on 1-3-1987. His services were never utilised either as a Mate Assistant or as a Clerk. The Management with the approval of the Board had promoted some of the workmen who were matriculate and discharging duties of Mate Assistant, and in order to reduce the surplus work force at the GCP unit of the company. Few Assistant Operators who were matriculates and working at GCP unit were transferred to different mines to discharge the duties as Mate Assistants in the field. So far as first party is concerned he never discharged his duties as a Mate Assistant at any point of time and therefore he was not considered for promotion as Mate Assistant. He is being paid the pay scale applicable for the post of Helper without any discrimination between the employees working in the said cadre. There is no merit in this dispute. The second party for these reasons has prayed to reject the reference.

9. It is seen from the records that first party not examined himself as WW1. Second party examined MW1. Some documents were marked in the evidence. I have perused all the documents carefully. I have read the evidence of first party and management. It is seen from the records that the

advocate and the first party even after giving adjournments have not addressed arguments so also second party was not present. Therefore the matter was posted for award. I have also said that I have read all the documents carefully and read the evidence.

10. There is no documents to show that the first party was working at any point of time as a Mate Assistant. The management has rightly replied. The management has filed cadre and recruitment rules and I have perused them carefully. The fact remains that the first party was appointed as only Helper. The first party has given evidence saying that he was doing clerical work but there is no record to prove this allegation. Ex W7 & W8 note books are not sufficient to substantiate the case of the first party that he was working as a Mate Assistant permanently. First party says in his cross examination that head office has not received any circulars or orders to prove that 1st party was working as clerk. In view of this it is clear that there is no truth in the allegation of the first party that he was discharging the duties of a Clerk. It may be a fact that whenever there is absent of a particular category of workman the Manager used to request the other category of workmen to do that job but that does not confirm any right. First party says in his cross examination that he has not brought to the notice of head office with regard to the diary maintained for having done clerical work, Ex. W7 and Ex. W8. He admits in his cross examination that the next cadre from the helper is as per the rules Ex. M3. He categorically admits that "I agree that I am not eligible for clerical cadre". With this cross examination I have no hesitation to say that there is no merit in this reference.

11. Against this we are having the evidence of M. Narayanan, Office Superintendent who says in his evidence that first party continued to work as a helper from 1987 till today. His name is in the Sl. No. 8. in the seniority list. He also says that the first party never worked as a Mate Assistant. The promotion has to be given as per the recruitment rules only. He says in his evidence that whenever promotional stage is reached they promote the workman.

12. Taking all this into consideration I am of the opinion that there is no merit in this reference. Accordingly I proceed to pass the following order.

ORDER

The reference is rejected

(Dictated to PA transcribed by her corrected and signed by me on 22nd May 2001)

HON'BLE SHRI V. N. KULKARNI,
Presiding Officer

नई दिल्ली, 28 मई, 2001

का.घा. 1431: औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के आई.ओ.सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-2001 को प्राप्त हुआ था।

[सं. एल-26012/21/96-आई आर (मिस.)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 28th May, 2001

S.O. 1431.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of K.I.O.C. and their workman, which was received by the Central Government on 25-5-2001

[No. L-26012/21/96-IR(Misc.)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 18th May, 2001

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com. LLB.,
Presiding Officer.

C.R. No. 143/97

I PARTY :

Shri K. Raju
S/o Late Enward George
C/o S. B. Mukkannappa,
Advocate,
No. 2, Maurya Mansion 4th Floor,
I Cross,
I Main Road,
Gandhi Nagar,
Bangalore-9.

II PARTY :

The General Manager-Pers.
K.I.O.C. Limited,
Kudremukh-577142.

AWARD

1. The Central Government by exercising the powers conferred by Clause(d) of Sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-26012/21/96-IR(Misc.) dated 2-7-96 for adjudication on the following schedule.

THE SCHEDULE

"Whether the action of the management of Kudremukh Iron Ore Company Ltd. in terminating the services of Shri K. Raju w.e.f. 16-12-94 is justified? If not, to what relief he is entitled?"

2. The First party workman was working as driver in the Second Party management. There was an accident and charge sheet was issued and inquiry was held and on the basis of the enquiry report given by the inquiry officer he was dismissed from service therefore, industrial dispute is raised.

3. Notices were issued to parties and parties appeared and filed claim statement and counter respectively.

4. The case of the first party in brief is as under : The case of the first party is that while he was manning, the vehicle No. MYG 7362 met with an accident at about 11.00 a.m. after negotiating a curve resulting in death of two persons on the spot. Disciplinary actions were initiated, as stated in para 2 of the claim statement. Enquiry was held. The enquiry is not proper and valid. Before I proceed further I may mention here that my learned predecessor by order dated 5-3-99 has held DE fair and valid and answered in the affirmative. It is the further case of the first party that he challenged the dismissal order before the Hon'ble High Court in Writ petition No. 23631/91 and the same is disposed of on 1-9-94. The order of dismissal was quashed as stated in para 3 of the Claim Statement. The Second Party was directed to furnish a copy of the enquiry report and the same was furnished by the first party and gave representation. The dismissal order is not correct. The first party was acquitted from the criminal case in Cr. No. 727/89 and even after the acquittal the dismissal order is not changed and the disciplinary authority has ignored the, statement of criminal court and dismissed the first party from service. The punishment is too severe in nature and it is disproportionate. First party for these reasons has prayed to pass as award in his favour.

5. Second party filed counter statement and the case of the second party in brief is as under :

6. So far as enquiry is concerned it is said the same is fair and proper and full opportunity was given. It is the further case of the management that the first party was involved in serious misconduct like assault, fraud, theft, rash driving, negligent in work and minor punishments were awarded to him. The first party being the driver of passenger bus, was expected to show greater sense of responsibility while driving the vehicle as any negligent act could endanger life and safety of passengers travelling in the bus besides endangering the life of pedestrians. The charge of rash and negligent driving on the part of the first party has been fully proved. He caused a serious accident on 18-4-1989 resulting in the death of two company employees. The action of the management is correct. The final settlements were made to the first party as per the conditions shown in para 8 of the counter. So the second party has prayed to reject the reference. The finding of the enquiry officer is correct and there is no perversity in it. The standard of proof required in the criminal case is different as strict proof beyond reasonable doubt is required whereas in a departmental proceeding the standard of proof required is preponderance of probability. It is held in 1997(3) SCC page 636 that when the acquittal is for benefit of doubt, departmental proceedings can be held into the same charges. It is held by the full bench of the Karnataka High Court reported in 1975. II LLJ Page 513 that acquittal is not bar to departmental proceedings/enquiries. The management for these reasons has prayed to reject the reference.

7 It is seen from the records that one Mr. Somesha was examined as MW1. Against this

first party workman got himself examined as WW11. According to the finding given by my learned predecessor, the domestic enquiry is held as fair and proper and preliminary issue is answered in the affirmative. In view of this we will have to see whether there is any perversity in the finding given by the enquiry officer and the punishment is disproportionate and harsh. I have carefully perused all the enquiry proceedings and I have also gone through the evidence recorded by the enquiry officer. The conclusions of the enquiry officer are based on evidence on record and the charges are proved. The first party has not pointed out anything so as to say that the enquiry report is not fair and there is perversity. The conclusions of the enquiry officer are based on the evidence recorded. Two witnesses were examined and they were also cross examined by the first party workman. There is no perversity in the findings.

8. The second party filed written arguments and I have carefully gone through the same. The learned counsel appeared for the second party relied Anand Bihari and others v/s. Rajasthan State Road Transport Corporation, Jaipur (through M.D. and another etc. decision reported in CA. Nos. 1859-63 of 1991 LLR page 101. I have read the above decision carefully. In view of the past record of the first party I am of the opinion that there is no merit in the contention of the first party that even after acquittal in the criminal case his dismissal is not correct. It was argued by the learned counsel for the second party that the misconduct is proved the tribunal cannot interfere with the termination order passed by the management. In support of this argument a decision reported in 1975 LLR IC 194 is right. I read the above decisions carefully. In the instant case misconduct is proved and it is held that there is no perversity in the findings held by the enquiry officer. Looking to the past records of the first party and serious misconduct I am of the opinion that the management is justified in terminating the services of the first party. It is categorically alleged by the Second Party that final settlement was made and payments were made as stated in para 8 of the counter. Taking all this into consideration I am of the opinion that the action taken by the management is correct and this reference has no merit. Accordingly I proceed to pass the following order.

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 18th May, 2001).

HON'BLE SHRI V. N. KULKARNI,
Presiding Officer.

नई दिल्ली, 28 मई, 2001

का. आ. 1432.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के आई.प्रो.सी. के प्रबंधन के संबंध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय

बंगलूर के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-2001 प्राप्त हुआ था।

[सं. एल-26012/8/98-आईआर (एम)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 28th May, 2001

S.O. 1432.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management K.L.O.C. and their workman, which was received by the Central Government on 25-5-2001.

[No. L-26012/8/98-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 22nd May, 2001

PRESENT :

Hon'ble Shri V. N. Kulkarni, Bcom LLB,

Presiding Officer

C.R. No. 95/98

I PARTY :

Shri David Mascarenhas,

St. Antony's Colony,

Ashok Nagar,

Mangalore-575006.

II PARTY :

The Manager (Personnel),

Kudremukh Iron Ore Co. Ltd.,

Panambur,

Mangalore-575010.

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-Section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. K. 26012/8/98/IR(M) dated 6-11-1998 on the following schedule.

SCHEDULE

"Whether the action of the management of Kudremukh Iron Ore Company Ltd., Panambur, Mangalore, in terminating Shri David Mascarenhas w.e.f. 5-7-1995 is justified? If not, to what relief the said workman is entitled?"

2. First party was working as Junior Trainee under his appointment letter dated 22-10-92. He was to undergo 2 years training and only on successful completion of the training, he would be considered for appointment to a post in the then scale of Rs. 1415-28-1611-32-1835. Due to his sickness and reasons beyond his control, had to apply for leave on medical grounds from 29-4-94 onwards as stated in para 3 of the Claim Statement. He was terminated so dispute is raised.

3. First party appeared and filed claim statement.

4. The case of the first party in brief is as under.—The case of the first party is that he was undergoing training in the company and due to his sickness and reasons beyond his control he has applied for leave on medical grounds from 29-4-94. On 16-7-1994, the first party submitted a medical certificate issued by Dr. T. M. A. Pai, Rotary Hospital Bajaj, Mangalore, to the effect that he was suffering from emotional disorder for which he was under medical treatment.

5. After prolonged treatment, the first party reported for training on 14-9-1994 and his training period was extended upto 5-5-95. He was referred to KMC, Manipal. He was terminated. The action of the management is not correct.

6. Admittedly, the second party is a Mining Industry and is governed by the Mines Act, 1952 and Mines Rules of 1955. As per Rule 29(M) of the Mines Rules which reads as hereunder an unfit person shall not be continued in employment in Mines. But it enjoins on the Management of the Industry like the Second Party not to invoke this Rule unless he had been declared unfit for employment in Mines after Medical Examination under Rule 29B of the Mines Rules of 1955. But in the case of the first party, there is no Medical Report declaring that the First party is not fit for employment in the Second

Party Company. The action of the management is not correct. Therefore the first party has prayed to pass award in his favour.

7. Second party appeared and filed Counter.

8. The case of the Second party in brief is as under.—It is true that the first party joined the company on 19-11-92 as Junior Trainee. He was to undergo a training for a period of 2 years. Only on successful completion of training, the trainees are selected for appointment on regular basis. Till then they are covered as per the terms of training scheme and therefore they are not regular employees. As per clause 7(a) of offer of appointment letter issued to trainee during the training period, the trainee can be terminated at the discretion of the company without any reason. The first party remained absent from training from 29-4-1994. He reported for training on 14-9-94 thereby remaining absent for 137 days. He was referred to KMC, Manipal for medical examination on 25-5-95. There was no improvement in his health even after giving sufficient opportunities. He was asked to appear for medical examination. First party has not recovered enough to resume full duties. Therefore the action of the management is correct and the reference is rejected.

9. It is seen from the records that the first party remained absent even after giving many adjournments. Thereafter management examined Shri G. H. Moulesh, Manager, Personnel as MW1. Various documents are marked in his evidence. Accordingly the evidence of MW1 the first party was to complete 2 years successful training. Even after giving opportunity he could not do so. He was not a regular appointee. His evidence is not on medical ground and he was removed. He is not cross examined because first party remained absent. They are having the documentary evidence to show that the first party was not keeping good health and the management has rightly removed him on the basis of medical certificate. According to medical opinion first party had no chance of recovering to do full duties in the near future. On this basis he is removed from the work.

10. Taking all this into consideration I am of the opinion that the action of the management is correct and the first party could not discharge duties on account of ill health and there is no merit in this reference. Accordingly I proceed to pass the following order.

ORDER

The reference is rejected.

Dictated to PA transcribed by her corrected and signed by me on 22nd May 2001.

HON'BLE SHRI V. N. KULKARNI,

Presiding Officer

नई दिल्ली, 28 मई, 2001

का.आ. 1433.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार में टिस्को के प्रबंधन के सदस्य नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय रूरकेला के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-2001 को प्राप्त हुआ था।

[स. एम.-26011/8/94-आई. आर. (एम)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 28th May, 2001

S.O. 1433.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Rourkela, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of TISCO, and their workman, which was received by the Central Government on 25th May, 2001.

[No. L-26011/8/94-IR(M)]

B. M. DAVID, Under Secy.,

ANNEXURE

IN THE COURT OF PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL, ROURKELA

Industrial Dispute Case No. 73/97(C)

Dated, the 19th December, 2000

PRESENT :

Sri Alak Kumar Dutta, Presiding Officer, Industrial Tribunal, Rourkela.

BETWEEN

The Superintendent, Prospecting Division,
Geological Department, T.I.S. Co. Ltd.,
P.O. Jamshedpur,
Dist. Singhbhum (Bihar).

... 1st Party

AND

Their Workman,
Represented by General Secretary,
North Orissa Workers' Union,
Rourkela-12,
Dist. Sundargarh.

... 2nd Party

APPEARANCES :

For the 1st party—M. Z. M. Ansari, Personnel Officer.

For the 2nd party—Sri B. S. Pati, Gen. Secy.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of I.D. Act have referred the following disputes for adjudication vide No. L-26011/8/94-IR(M) dated 4-5-95 :

"Whether the action of the management of Prospecting Division Geological Department, Tata Iron & Steel Company Ltd., PO : Jamshedpur, District Singhbhum terminating the services of Sri Saiba Patra, Biranchi Barik, Dambarudhar Patra, Ghasiram Naik, Amar Kumar Mohanty, Bibal Tuti, Padma Kishore Patra, Ramakanta Giri, Subas Samai, Lal Mohan Palai, Birabar Naik, Biram Hasdah, Damodar Majhi, Sunia Munda, Chakra Munda, Rupa Patra and Paresch Ch. Giri w.e.f. 1-4-93 was justified? If not, what relief the workmen are entitled to?"

2. The case of the 2nd party workmen in brief is as follows :

The 2nd party workmen joined their duty in different months and years as temporary workers under the 1st party management. Though they were working continuously yet artificial breaks in service for few days were given to them and lastly they were denied work w.e.f. 1-4-93 without any written order. Being approached the officer in charge of the site intimated that their file had gone to headquarter at Jamshedpur and on receipt of the order from the headquarter, they would be taken back in service permanently. They were advised to wait. No written order was issued to them in this regard. After waiting for some time, when they did not receive any order from the 1st party, they approached the union who raised the dispute before the authority. They claim that they have completed about 20 years of service under the 1st party management. They further claim that they have not received any compensation on their termination of service. Hence they pray for reinstatement with full back wages.

3. In reply, the contention of the 1st party in brief is that the outdoor section of the Geological Services Department of the 1st party undertakes prospecting drilling project job whenever necessary on requisition of the mines management at any location for mining operation. So the period of work for each project is temporary in nature and is for a fixed period for work as labourers local person on casual/temporary basis were engaged in the project and they worked till the project work is completed. So they were given appointment for fixed period and at the end of the period, their work ceased. Whenever another work was taken up after some days or month in that area again another appointment order was given to them for a fixed period. So this engagement is temporary, contractual engagement depending on its requirement. When their work ceased, no termination order was

again issued as not necessary. Since they were given appointment for fixed period and their work ceased at the end of the period, their case falls u/s 2(oo)(bb) of the Act and as such section 25-F of the Act is not attracted and they are not entitled to any compensation under it. On expiry of the last spell of engagement, operation stopped and their work ceased and there was no necessity of giving further appointment to them w.e.f. 1-4-93. It is the further plea of the 1st party that North Orissa Workers' Union has got no locus-standie to represent the 2nd party in this case and as such the reference is not maintainable. Hence prayer for dismissing the case.

4. On the aforesaid analysis, following issues have been framed :

I. Whether the action of the management in terminating the services of Shri Saiba Patra, Biranchi Barik, Damburudhar Patra, Ghasiram Naik, Amar Ku. Mohanty, Birbal Tuti, Padma Kishore Patra, Ramakanta Giri, Subas Samal, Lal Mohan Palai, Birabar Naik, Biram Hasdah, Damodar Majhi, Suma Munda, Chakra Munda, Rupa Patra and Parash Ch. Giri w.e.f. 1-4-93 was justified?

II. If not, what relief the workmen are entitled to?

5. Issue No. I.—W.W.2 states that they all workers joined the 1st party management in between 1972 to 1973 and worked till 31-3-93. W.W.3 states that they were working continuously with a break of six to seven days each time after working for appointment period. W.W.4 also speaks in that line. In that way they continued and on 1-4-93 they were totally stopped from doing work. No termination notice was given and no compensation was paid. They were getting bonus every year. He proves Ext. 5 as his bonus slip containing his total days of work in that year and the bonus amount. Others were also getting bonus slips. In cross examination he admits that all of them were given appointment order having terms and conditions. He denies that they did not start work in 1973. He admits working in prospecting project. To the same effect is the evidence of other witness W.W.4 of the workmen. They admit that after fixed period of engagement they were being dis-engaged for a period and again being given appointment. They admit receiving appointment order Ext. 7 to Ext. 25 in which the period of appointment has been noted. W.W. 2, 3, 4, 5 say that they became members of this union before disengagement. They have not proved membership cards. W.W.1 Secretary of the union does not say when they became members and does not prove registers of the union in this regard. Except the bald statement of workmen, there is no other evidence to believe them.

6. M.W.1 states that the objective of the project division is to investigate mineral and to find out economic viability. There is permanent crew of the department which is mobile and moving all over India. The permanent crew are on the pay roll of Jamshedpur. He states that local persons are also recruited temporarily on contractual basis for a particular project as per agreement with TISCO union vide Ext. A. These local persons are always issued with appointment order containing in detail service condition. The

services of the workmen came to an end as per the appointment order. The 2nd party workmen were given appointment as local person as per the agreement and they were given appointment on casual and temporary basis only after the agreement. Ext. A was executed. The duration of the project depends upon the requirement of the job. He states that no artificial break in service is given to any workmen. The notice of termination is not issued as period of work has been mentioned in the appointment order. He states that all the workmen might have worked for 240 days in a year but continuous. They have worked with intermittent breaks. He claims that a local person (working in the project) cannot be transferred to another place in that section. He denies the suggestion that the workmen have completed in a year 240 days of work continuously. M.W.2 states that 2nd party workmen might have worked during 1981 to 1983 and during 1992-93 they also working there. He states that during each time of engagement, appointment order has been issued to them mentioning the maximum number of days or less that they would work depending upon the nature of work. Appointment letter was being issued from his camp and local persons were given preference. He denies that assurance were given to the workmen to make them permanent. He admits that no termination letter was issued to any workmen as not required. He denies the suggestion that project work was continuous one and that the workers were given appointment order for fixed periods with breaks and that those breaks are artificial breaks only given to deprive the workmen from claiming regularisation for completing 240 days of work.

7. The learned representative of the workmen submits that though the project work was of continuous nature yet the workers were not allowed to work continuously so as to deprive them from the benefits u/s 25-F of the Act and they were given engagement for fixed periods and at the end of that period they were disengaged for some days and again given appointment for fixed periods. He argues that these breaks are artificial breaks not required and these breaks were made so that the management would take the plea that the work was of contractual nature for fixed period and as such their case does not come u/s 2(oo)(bb) of the Act. On the other hand, the learned representative of the 1st party submits that each project work is taken up for a fixed period to investigate mineral and at the end of the period project work comes to an end and those local person engaged ceased to work. The very nature of project work shows that it is not a continuous one & therefore after the end of one project another project work is taken up after some time and for this intermittent period the workmen go without work. So it cannot be said that these breaks are artificial breaks. Both sides have relied upon certain decisions in support of their argument.

8. The 2nd party has filed decisions "Sailendranath Shukla & others Vs. Vice Chancellor, Allahabad University" reported in 87-Iab-L.C. at page 1607. It is a decision of Allahabad High Court. Their Lordship have held that section 2(oo)(bb) is in the nature of an exception to section 2(oo) and has to be construed strictly and in favour of the workmen as the

entire object of the Act is to secure a just and fair deal to them. Termination included in section 2(oo) (bb) are those which are brought about either because of non renewal of contract of employment or expiry of time stipulated in agreement. The nature of employment must be judged by nature of duties performed and not on the letter issued by the employer. If contractual employment is resorted to as the mechanism to frustrate the claim of the employee to become regular or permanent against a job which continues or the nature of duties is such that colour of contractual agreement is given to take it out from section 2(oo). Then such agreement can not be regarded as fair or bonafide. Section 2(oo)(bb) cannot be extended to such cases where the job continues and the employee's work is also a supervisory but periodical renewals are made to avoid to regular status to employees. That would be unfair practice. In a decision reported in I-LLJ-1990—at page 443 (Balbir Singh Vrs. Kurukshetra Central Coop. Bank Ltd. and another. His Lordship of Punjab High Court has held that section 2(oo)(bb) has to be so interpreted as to limit it to cases where the work itself has been accomplished and the agreement of hiring for a specific period was genuine. If the work continuous, the non renewal of the contract has to be dubbed as mala fide. In a decision reported in 72(91)-C.L.T.—at page 404 (Chakradhar Tripathy Vrs. State of Orissa & others). Their Lordship have held that the contractual employment is to be scrutinised to see if it is a colourable contract and is resorted to as a mechanism to frustrate the protection section 25-F of the Act or if the nature of the adhoc appointments are bonafide and the employees has been treated fairly in regard to his employment. From the principles decided in the above decisions it is clear that if the services of any workman is terminated for any reasons whatsoever, then this is nothing but retrenchment which comes u/s 2(oo) and section 25-F is attracted to it. But if this termination is due to non-renewal of contract on its expiry then. Then this termination comes u/s. 2(oo)(bb) and then it is not a retrenchment attracting the provision u/s 25-F. Therefore the Tribunal must scrutinise whether the job taken over by the 2nd party was a continuous one but artificial breaks were given by giving appointment for fixed periods only to deprive him the benefit under section 25-F.

9. The workers examined in this case have admitted that they were working in prospecting division and they were given appointment for fixed periods after which there was interruption for some days and again they were being given appointment order for another term of fixed period. Management witnesses have stated about the nature of project work and about its continuity. The management witnesses have stated that local persons were recruited temporarily on contractual basis for a particular project. The management witnesses have also stated that duration of the project depends upon the requirement of the job and no artificial breaks in service was given to any workman. The appointment order is issued to the workman mentioning the days. He would work depending upon the nature of work.

10. Thus it is clear that these workmen were given work in projects which are taken up for fixed periods to find out minerals for mining purpose. So the pro-

jects are of different periods and accordingly local persons were given appointments for fixed periods. With the closure of the project work their work also ceases. Only when another project work was taken up in that area again appointment order was being. So it is not possible that different project work were taken up one after another without any gap of period between each project. After the closure of the project work the management must be taking some days or months to decide to take up the next project. Therefore these workmen must be sitting idle or doing work privately somewhere else during each break periods. When they were doing work in different projects it cannot be said that the work was continuous in nature. The workmen W.W.3 examined in this case has admitted sitting idle for the period in between closure of one project and starting of another project. No workman has claimed that on the closure of one project the field work was going on in prospecting division and they were denied such work in order to deprive them of the benefit u/s. 25-F. So I am convinced that the nature of work of these workmen was not a continuous one and they were not being given artificial breaks and their work was contractual in nature. Each time the workmen have been given written appointment order with fixed period of work and terms & conditions of employment written in that order. There is no evidence that during these period of breaks they were actually working in the projects. If there was continuous project work, then it can not be believed that the workers would be disengaged for days together. So I hold that their work was contractual in nature. So they are not entitled to the benefits u/s 25-F of the Act.

11. The learned representative of the management submits that the North Orissa Workers Union which represents the workmen in this case has no locus-standie to represent them and as such the reference is not maintainable. The learned representative of the 2nd party objected to this. The law is well settled that a union can take up the case of a worker only when he became a member of the union on or before the date of dismissal when the cause of action arose. In the present case, the 2nd party workmen must prove that they were members of this union on or before 1-4-93, the date of their disengagement. I have already discussed the evidence of the witness earlier where workman have tried to prove that they became members before the date of their disengagement. But this they have not proved by filing membership cards. Even W.W.1 the Secretary of the union does not say that they joined before disengagement. He has not proved the register of the union in this regard. There is no evidence to hold that the 2nd party workmen were the members of this union before 1-4-93. Therefore, the North Orissa Workers Union has no locus-standie to represent the workmen in this case. As such the reference is not maintainable.

12. Issue No. II.—In view of the discussion made under Issue No. I, it is held that they are not entitled to any relief.

Dictated and corrected by me.

A. K. DUTTA, Presiding Officer

नई दिल्ली, 29 मई, 2001

AWARD

का.प्र. 1434.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कृष्णा सीमेंट लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/अमन्य न्यायालय राउरकेला के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2001 को प्राप्त हुआ था।

[सं. एल-29011/1/99-आई.आर. (एम)]

बी.एम. डेविड, अवसर मन्त्रि

New Delhi, the 29th May, 2001

S.O. 1434.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Rourkela as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Krishna Cement Ltd. and their workman, which was received by the Central Government on 28-5-2001.

[No. L-29011/1/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE COURT OF THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, ROURKELA

Industrial Dispute Case No. 5/99(C)

Dated, the 21st December, 2000

PRESENT :

Sri Alak Kumar Dutta,
Presiding Officer,
Industrial Tribunal,
Rourkela.

BETWEEN :

The Managing Director,
M/s. Krishna Cements Ltd.,
At : Mandiakudar, PO : Kansbahal,
Dist : Sundargarh. Ist party.

AND

Their Workmen, represented by,
General Secretary, Kansbahal,
Industrial Labour Union.
At : Kansbahal, Sundargarh .. IInd party.

Appearances :

For the Ist party .. None.
For the IInd party .. In person.

1788 GI/2001-20

The Govt. of India in the Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of I.D. Act have referred the following disputes for adjudication vide No. L-29011/1/99/IR(M) dt. 14-5-99 :

“Whether the action of the management of Krishna Cement Ltd., Mandiakudar, Dist : Sundargarh in terminating the services of Sri Suru Behera, Bodo Majhi, Saharaj Xaxlo, Mandhar Nayak and Joseph Ekka w.e.f. 6-9-96 without observing the provisions of Industrial Disputes Act, 1947 is justified ? If not, to what relief the workmen are entitled ?”

2. The case of the 2nd party workmen is that the Ist party management is an industry and engaged in production and sale of cement for the purpose of making profit. That the above named workmen were employed under the Ist party for its production process under the fictitious contractor M/s. Rai & Co., Rajgangpur. The Ist party management in order to deprive them from their legitimate dues, showed them to have been working under a contractor. That contractor had no valid license. Though the 2nd party workmen have worked continuously till 5-9-96, the Ist party management suddenly refused them employment from 6-9-96 without any reason or rhyme. Before terminating them, the management has neither served notice nor notice pay in lieu thereof. So the action of the management is improper and unjustified. So they pray for rein statement with full back wages.

3. Notices under registered post were sent to the Ist party management through tribunal, but as it did not prefer to attend the office, it was sent exparte.

4. To prove their case, the 2nd party workmen has filed affidavit evidence which corroborates the facts stated in the written statement. Since the case of the 2nd party workmen stands unchallenged, the same is accepted. Accordingly the Ist party management is directed to reinstate the 2nd party workmen and pay full back wages.

Dictated & corrected by me.

A. K. DUTTA, Presiding Officer

नई दिल्ली, 29 मई, 2001

का.प्रा. 1435.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार टिस्को लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय रूरकेला के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2001 को प्राप्त हुआ था।

[सं. एल.-26011/7/94-आई.प्रार. (एम)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 29th May, 2001

S.O. 1435.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Rourkela as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of T.I.S.CO. Ltd. and their workman, which was received by the Central Government on 28-5-2001.

[No. L-26011/7/94-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE COURT OF PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL, ROURKELA

Industrial Dispute Case No. 51/97(C)

Dated, the 19th December, 2000

PRESENT :

Sri Alak Kumar Dutta,
Presiding Officer,
Industrial Tribunal,
Rourkela.

BETWEEN

The Superintendent,
Prospecting Division, Geological
Services Deptt., T.I.S.C.O. Ltd.,
PO: Jamshedpur,
Singbhum.

... Ist party.

AND

Their Workmen, represented by
General Secretary, North Orissa
Workers Union, PO: Rourkela,
Distt. Sundargarh.

... IInd party.

APPEARANCES :

For the Ist party : M.Z.M. Ansari, Dy. Manager.

For the IInd party : Sri B. S. Pati, Gen. Secretary.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of I.D. Act have referred the following disputes for

adjudication vide No. L-26011/7/94-IR(M) dated 25-11-94.

"Whether the action of the management of Geological Services Tata Iron and Steel Co. Ltd., At/PO: Joda, in terminating the services of Sri Sukulal Sandil and 44 others w.e.f. 1-4-93 is justified ? If not, to what relief the workmen are entitled to ?"

2. The case of the 2nd party workmen in brief is as follows :

The 2nd party workmen joined their duty in different months and years as temporary workers under the Ist party management. Though they were working continuously yet artificial breaks in service for few days were given to them and lastly they were denied work w.e.f. 1-4-93 without any written order. Being approached the officer in charge of the site informed that their file had gone to headquarter at Jamshedpur and on receipt of the order from the headquarter they would be taken in service permanently. They were advised to wait. No written order was issued to them in this regard. After waiting for some time, when they did not receive any order from the Ist party, the workmen approached the union who, raised the dispute before the authority. They claim that they have completed 20 years of service under the Ist party management. They further claim that they have not received any compensation on their termination of service. Hence they pray for reinstatement with full back wages.

3. In reply, the contention of the Ist party in brief is that the outdoor section of the Geological Services Department of the Ist party undertakes prospecting drilling project job wherever necessary on requisition of the mines management at any location for mining operation. So the period of work for each project is temporary in nature and is for a fixed period for work as labourers local persons on casual/temporary basis are engaged in the project and they work till the project work is completed. So they are given appointment for a fixed period and at the end of the period their work ceases. Whenever another work is taken up after some days or months in that area again another appointment order is given to them for a fixed period. So this engagement is temporary, contractual engagement depending on its requirement. When their work ceases, no termination order is again issued as not necessary. Since they were given appointment for fixed period and their work ceased at the end of the period their case falls U/s 2(oo) (bb) of the I.D. Act and as such Section 25-F of the Act is not attracted; and they are not entitled to any compensation under it. On the expiry of the last spell of engagement, the operation stopped and their work ceased and there was no necessity of giving further appointment to them w.e.f. 1-4-93. It is the further plea of the Ist party that North Orissa Workers Union has got no locus-standi to represent the 2nd party's case and as such the reference is not maintainable. Hence prayer for dismissing the case.

4. On the aforesaid analysis following issues have been framed :

I. Whether the reference is maintainable ?

II. Whether the action of the management in terminating the services of Sri Sukulal Sandil and 44 others w.e.f. 1-4-93 is justified ?

III. If not, to what relief the workmen are entitled?

5. Issue No. II.—W.W.2 states that they all workers joined the 1st party management in 1973 March and worked till 31-3-93. They were working continuously with a break of six to seven days each time after working for 3 to 4 months. In that way they continued and on 1-4-93 they were totally stopped from doing work. No termination notice was given and no compensation was paid. They were getting bonus every year. He proves Ext. 4 as his bonus slip containing his total days of work in that year and the bonus amount. Others were also getting bonus slips Ext. 5 to Ext. 18. In cross examination he admits that all of them are local person and given employment as such. He denies that they did not start work in 1973. He admits working in prospecting project to the same effect, is the evidence of other witnesses of the workmen. They admit that after fixed period of engagement they were being disengaged for a period and again being given appointment. As per the evidence of the witnesses when the project work was closed, their work in that project was also coming to an end. They were receiving appointment orders Ext. 16 to Ext. 24 in which the period of appointment has been noted.

6. M.W. 1 states that the objective of the project division is to investigate mineral and to find out its economic viability. There is permanent crew of the department which is mobile and moving all over India. The permanent crew are on the pay roll of Jamshedpur. He states that local persons are also recruited temporarily and on contractual basis for a particular project as per the agreement with the T.I.S.C.O. Union vide Ext. A. Those local persons were always issued with appointment orders containing in detail, service conditions. The services of the workmen came to an end as per the appointment orders. The 2nd party workmen were given appointment as local person as per the agreement and they were given appointment on casual and temporary basis only after the agreement Ext. A was executed. The duration of the project depends upon the requirement of the job. He states that no artificial break in service was given to any workmen. The notice of termination was not issued as period of work was mentioned in the appointment order. He states that all the workmen might have worked for 240 days in a year but not continuously. They have worked with intermittent breaks. He claims that a local person (working in the project) cannot be transferred to another place in that section. He denies the suggestion that the workmen have completed in a year 240 days of work continuously. M.W. 2 states that 2nd party workmen might have worked during 1981 to 1983 and during 1992-93 they were also working there. He states that during each time of engagement, appointment order has been issued to them mentioning the maximum number of days or less that they would work depending upon the nature of work. Appointment letter was being issued from his camp and local persons were given preference. He denies that assurance were given to the workmen to make them permanent. He admits that no termination letter was issued to any workmen as not required. He denies the suggestion that project work was continuous one and that the workers were given appointment order for fixed periods with breaks and that those breaks are artificial breaks only given

to deprive the workmen from claiming regularisation for completing 240 days of work.

7. The learned representative of the workmen submits that though the project work was of continuous nature yet the workers were not allowed to work continuously so as to deprive them from the benefits U/s. 25-F of the Act and they were given engagement for fixed periods and at the end of that period they were disengaged for some days and again given appointment for fixed period. He argues that these breaks are artificial breaks not required and these breaks were made so that the management would take the plea that the work was of contractual nature for fixed period and as such their case comes U/s 2(oo)(bb) of the Act. On the other hand, the learned representative of the 1st party submits that each project work is taken up for a fixed period to investigate mineral and at the end of the period project work comes to an end and those local person engaged ceases to work. The very nature of project work shows that it is not a continuous one and therefore after the end of the project another project work is taken up after some time and for this intermittent period the workmen go without work. So it can not be said that these breaks are artificial breaks. Both sides have relied upon certain decisions in support of their argument.

8. The 2nd party has filed decisions "Salendranath Shukla and others Vrs. Vice Chancellor, Aligarh University" reported in 87-Lab. I. C. at page 1607. It is a decision of Allahabad High Court. Their Lordship have held that Section 2(oo)(bb) is in the nature of an exception to Section 2(oo) and has to be construed strictly and in favour of the workmen as the entire object of the Act is to secure a just and fair deal to them. Termination included in Section 2(oo)(bb) are those which are brought about either because of non-renewal of contract of employment or expiry of time stipulated in agreement. The nature of employment must be judged by nature of duties performed and not on the letter issued by the employer. If contractual employment is resorted to as the mechanism to frustrate the claim of the employee to become regular or permanent against a job which continues of the nature of duties is such that colour of contractual agreement is given to take it out from Section 2(oo), then such agreement cannot be regarded as fair or bona-fide. Section 2(oo)(bb) cannot be extended to such cases where the job continues and the employee's work is also supervisory but periodical renewals are made to avoid to give regular status to employees. That would be unfair practice. In a decision reported in I-LLJ-1990 at page 443 (Balbir Singh Vrs. Kurukhetra Central Coop. Bank Ltd. and another, his Lordship of Punjab High Court has held that Section 2(oo)(bb) has to be so interpreted as to limit it to cases where the work itself has been accomplished and the agreement of hiring for a specific period was genuine. If the work continuous; the non-renewal of the contract has to be dubbed as mala-fide. In a decision reported in 72(91)-C.L.T. at page 404 (Chakradhar Tripathy Vrs. State of Orissa and others), their Lordships have held that the contractual employment is to be scrutinised to see if it is a colourable contract and is resorted to as a mechanism to frustrate the protection under Section 25-F of the Act or if the nature of the adhoc appointments are bona fide and the employee has been treated fairly

in regard to his employment. From the principles decided in the above decisions it is clear that if the services of any workman is terminated for any reasons whatsoever, then this is nothing but retrenchment which comes U/s 2(oo) and Section 25-F is attracted to it. But if this termination is due to non-renewal of contract on its expiry, then this termination comes U/s 2(oo)(bb) and then it is not a retrenchment attracting the provision U/s 25-F. Therefore the Tribunal must scrutinise whether the job taken over by the 2nd party was a continuous one but artificial breaks were given by giving appointment for fixed periods only to deprive them the benefit under Section 25-F of the Act.

9. The workers examined in this case have admitted that they were working in prospecting division and they were given appointment for fixed periods after which there was interruption for some days and again they were being given appointment order for another term of fixed period. Workmen WW6 has admitted that when the project work was closed their work in that project also came to an end. Management witnesses have stated about the nature of project work and about its continuity. The management witnesses have stated that local persons were recruited temporarily on contractual basis for a particular project. The management witnesses have also stated that duration of the project depends upon the requirement of the job and no artificial breaks in service was given to any workmen. The appointment order is issued to the workmen mentioning the days. He would work depending upon the nature of work.

10. Thus it is clear that these workmen were given work in projects which was taken up for fixed periods to find out minerals for mining purpose. So the projects are of different periods and accordingly local persons were given appointments for fixed periods. With the closure of the project work their work also ceased. Only when another project work was taken up in that area again appointment order was being issued. So it is not possible that different project work were taken up one after another without any gap of period between each project. After the closure of one project work the management must be taking some days or months to decide to take up the next project. Therefore these workmen must be sitting idle or doing work privately somewhere else during each break periods. When they were doing work in different projects it cannot be said that the work was continuous in nature. The workmen W.W. 5 examined in this case has admitted sitting idle for a period in between closure of one project and starting of another project. No workman has claimed that on the closure of one project the field work was going on in the prospecting division and they were denied such work in order to deprive them of the benefit U/s 25-F. So I am convinced that the nature of work of these workmen was not a continuous one and they were not being given artificial breaks and their work was contractual in nature. Even one witness W.W. 6 has stated that they were not given work for 5 years. Each time the workmen have been given written appointment order with fixed period of work and terms and conditions of employment written in that order. There is no evidence that during those period of breaks they were actually working in the projects. If there was continuous project work, then it cannot be believed that

workers would be disengaged for years together. So I hold that their work was contractual in nature. So they are not entitled to the benefits U/s 25-F of the Act.

11. Issue Nos. I and III.—Both issues are taken up together as both are interlinked. The learned representative of the management submits that the North Orissa Workers Union which represents the workmen in this case has no locus-standi to represent them and as such the reference is not maintainable. The learned representative of the 2nd party objected to this the law is well settled that a Union can take up the case of a worker only when he becomes member of the union on or before the date of dismissal when the cause of action arises. In the present case, the 2nd party workmen must prove that they were members of this union on or before 1-4-93, the date of their disengagement. I have already discussed the evidence of the witnesses earlier where all the 2nd party workmen examined in this case have admitted that they because members of this union after they became out of employment. Some workmen have tried to prove that they became members before the date of their disengagement, but this they have not proved by filing membership cards. There is no evidence to hold that the 2nd party workmen were members of this union before 1-4-93. Therefore the North Orissa Workers Union has no locus-standi to represent the workmen in this case. As such the reference is not maintainable and the workman are not entitled to the relief. Dictated and corrected by me.

A. K. DUTTA, Presiding Officer

नई दिल्ली, 29 मई, 2001

का.आ. 1436.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एम.सी.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/भ्रम न्यायालय रुड़केला के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2001 को प्राप्त हुआ था।

[सं. एल-26011/7/91-आई.आर. (एम)]
बो.एम. डेविड, अवर सचिव

New Delhi, the 29th May, 2001

S.O. 1436.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Rourkela as shown in the Annexure in the Industrial Dispute between the employers in relation to the management O.M.C. Ltd. and their workman, which was received by the Central Government on 28-5-2001.

[No. L-26011/7/91-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

IN THE COURT OF PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL, ROURKELA

Industrial Dispute Case No 15/97(C)

Dated, the 14th December, 2000

PRESENT :

Sri Alak Kumar Dutta,
Presiding Officer,
Industrial Tribunal,
Rourkela.

BETWEEN

The General Manager,
Daitari Iron Ore Project,
of O.M.C. Ltd., At : Talapada,
Dist : Keonjhar ... Ist party

AND

Their workmen, represented by
General Secretary, Daitari
Khani Mazdoor Sangh, Talapada,
Dist : Keonjhar ... IInd party

APPEARANCES :

For the Ist party—Sri S. Biswal, Advocate,
Sri G. Pujhari, Advocate.

For the IInd party—Sri Y. Mohana, President.

AWARD

The Govt. of India in the Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of I.D. Act have referred the following dispute for adjudication vide No. L-26011/7/91-I.R.(M) dated 8-1-92 :

“Whether the daily rated employees of Daitari Iron Ore Project of OMC Ltd. employed for more than a year are entitled to Class IV scale of pay of Orissa Mining Corporation? If so from what date?”

2. The 2nd party's claim in brief is that 156 persons are working continuously for a period ranging from 3 years to 17 years under the Ist party as daily rated workers and have not yet been regularised. Though their nature of work is same as regular Class IV employees of the Ist party, they have been deprived of monetary benefits given to the Class IV regular employees and are also paid less than them. So they pray for regularisation of their service.

3. In reply, the 1st party contends that these daily rated workers are recruited from nearby villages to the mines as mazdoor on casual basis and they are paid at the rates fixed by the Central Government and they are selected at the spot without reference to the recruitment rules of the corporation or preservation order of the Government or the law regarding Compulsory Notification of Vacancies to the Employment Exchange. These recruitments are done to meet the urgent requirements of short durations and they

do the manual work in the mines. Some of these mazdoors who have appeared in the interview and qualified themselves for certain posts have been absorbed in the regular post when occasion has arisen. The management further contends that the doctrine of equal pay for equal work is not applicable in the case of these mazdoors since the nature, duties and responsibilities of a regular Class IV employee of the O.M.C. Ltd. is different. Hence prayer for dismissing the reference.

4. On the aforesaid analysis, following issue has been framed :

I : If the daily rated employees of Daitari Ore Project of O.M.C. Ltd. employed for more than a year are entitled to Class IV scale of pay of Orissa Mining Corporation and if so, from what date?

5. Issue No. 1 : W.W.1 states that he is working as mechanical attendant since last 25 years. He was engaged in repairing and maintenance in Ore Handling Plant alongwith mechanic. He and other employees have not been regularised. He admits that he is getting wages as fixed by Govt. of India and in the wage slip his designation has been shown as mazdoor. W.W. 2 also states that he is working as mechanical attendant since 1979 and looking after maintenance and repairing in the plant. They work as per the direction of the supervisor. He is working continuously from the date of joining. He admits that some of his colleagues have been made regular while his case has been ignored unjustifiably. He knows Rajkishore Majhi who was working as mechanical attendant and he filed a writ before Orissa High Court and as per the Order of the Hon'ble Court his service was regularised. In his wage slip his designation has been shown as mazdoor. W.W.3 states that he joined as mechanical attendant in 1987 and works with the mechanic. They worked regularly. In his wage slip his designation has been shown as mazdoor. W.W. 4 states that starting as mechanic in 1974 is now driving the tractor for which he has got driving license. W.W. 5 works as mason since 1977. He also works as Carpenter. He is a daily rated worker.

6. M.W. 1 states that previously when there was vacancy i.e. jobs were available the persons approaching for work were getting it when there was no rule of getting appointment through employment exchange. No interview was conducted nor medical test was done. No reservation quota regarding appointment of S/C and S/T persons was followed. They were appointed on casual basis and receiving wage daily since the beginning. These 2nd party workmen are working as labourers assisting the technician. M.W. 2 states that 25 persons of the 2nd party are already dead, 24 persons already retired, 5 members resigned from service and service of 47 workers have been regularised. He states that the 2nd party members gets their remuneration on daily rate wages basis as fixed by Govt. of India. He cannot name those 47 persons whose service has been regularised. He admits that daily rated employees having put in service for 13 to 20 years have acquired basic knowledge in various sections like electrical and mechanical.

7. The workers examined in this case have claimed working under the management for the last 15 to 20 years. The service period of the 2nd party workmen

as mentioned in the claim statement has not been disputed. Almost all are in service for more than 15 to 20 years. As per M.W.2, the employees who are in service for 15 to 20 years have acquired basic knowledge in various sections like mechanical and electrical. So all are competent to work as Class IV regular employees of the management. M.W.7 admits that 47 workers have already been regularised in service. One of the 2nd party workman Raj Kishore Majhi who was working as casual mazdoor in 1967 filed Writ O.J.C. No. 4192 by 89 in the Hon'ble High Court of Orissa for regularisation of service. The Hon'ble High Court finding him in service as daily wage worker for last 18 years, ordered his service to be regularised within 3 months from the date of receipt of the order. If service of Rajkishore Majhi could be regularised for his working as a daily wage worker for last 18 years then I find no reason why services of other daily wage workers (2nd party workmen) who have admittedly put in 10 to 20 years of service should not be regularised.

8. The services of 2nd party workmen should be regularised and they should be placed at par with Class IV employees of the management. Had this been a case of single individual then I would have directed the management to regularise his service within 3 months following the Hon'ble High Court order. But here nearly 100 persons are to be regularised in service, so it will create difficulty for the management to absorb so many persons at a time. So I do not fix any time limit for absorption. The management should regularise the services of 2nd party workmen whose service have not been regularised and before their absorption no other outsiders should be recruited. The 2nd party workmen who is to retire first is to be absorbed first. Observing this principles all the 2nd party workmen who are not yet regularise in service but still continue as daily rated workers should be absorbed as Class IV employees.

Dictated and corrected by me.

A. K. DUTTA, Presiding Officer

नई दिल्ली, 29 मई, 2001

का.था. 1437:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/अम न्यायालय राऊरकेला के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2001 को प्राप्त हुआ था।

[सं. एल-26011/4/44 आई.आर. (एम)]

वी.एम. डेविड, अपर सचिव

New Delhi, the 29th May, 2001

S.O. 1437.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the

Industrial Tribunal, Rourkela as shown in the Annexure in the Industrial Dispute between the employers in relation to the management T.I.S. Co. Ltd. and their workman, which was received by the Central Government on 28-5-2001.

[No. L-26011/4/94-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE COURT OF PRESIDING OFFICER:
INDUSTRIAL TRIBUNAL: ROURKELA

Industrial Dispute Case No. 52/97(C)

Dated, the 19th December, 2000

PRESENT:

Sri Alak Kumar Dutta,
Presiding Officer,
Industrial Tribunal,
Rourkela.

BETWEEN:

Divisional Manager, Geological,
Services, Prospecting Division,
TISCO Ltd., P.O.: Jamshedpur,
Dist.: Singhbhum (Bihar).

.. 1st party

AND

Their Workmen, represented by
General Secretary, North Orissa,
Workers Union, P.O.: Rourkela-12,
Dist.: Sundergarh.

.. IInd party.

APPEARANCES:

For the 1st party: M. Z. M. Ansari, Personal Officer.
For the IInd party: Sri B. S. Pati, Gen. Secy.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of I.D. Act have referred the following disputes for adjudication vide No. L-260011/4/94 dt. 25-11-94:

"Whether the action of the management Geological Department, Prospecting Division, TISCO Ltd., Jamshedpur (Bihar) in not engaging the workers permanently and giving them employment on contractual basis and not giving further employment after 1-4-93 was justified? If not, what relief the workmen are entitled to?"

2. The case of the 2nd party workmen in brief is as follows:

The 2nd party workmen joined their duty in different months and years as temporary workers under the 1st party management. Though they were working continuously yet artificial breaks in service for few days were given to them and lastly they were denied work w.e.f. 1-4-93 without any written order. Being approached the officer in charge of the site intimated that their file had gone to headquarter at Jamshedpur and on receipt of the order from the headquarter, they would be taken back in service

permanently. They were advised to wait. No written order was issued to them in this regard. After waiting for some time when they did not receive any order from the 1st party, they approached the union who raised the dispute before the authority. They claim that they have completed 20 years of service under the 1st party management. They further claim that they have not received any compensation on their termination of service. Hence they pray for reinstatement with full back wages.

3. In reply, the contention of the 1st party in brief is that the outdoor section of the Geological Services Department of the 1st party undertakes prospecting drilling project job wherever necessary on the requisition of the mines management at any location for mining operation. So the period of work for each project is temporary in nature & is for a fixed period. For work as labourers local person on casual/temporary basis were engaged in the project and they worked till the project work was completed. So they were given appointment for fixed period and at the end of the period their work ceased. Whenever another work as taken up after some days or month in that area again another appointment order was given to them for a fixed period. So this engagement is temporary, contractual engagement depending on its requirement. When their work ceased, no termination order is again issued as not necessary. Since they were given appointment for fixed period and their work ceases at the end of the period their case falls u/s 2(oo)(bb) of I.D. Act and as such section 25-F of the Act is not attracted and they are not entitled to any compensation under it. On expiry of the last spell of engagement, operation stopped their work ceases and there was no necessity of giving further appointment to them w.e.f. 1-4-93. It is the further plea of the 1st party that North Orissa workers union has got no locus standie to represent the 2nd party in this case and as such the reference is not maintainable. Hence prayer for dismissing the case.

4. On the aforesaid analysis, following issues have been framed :

I : Whether the party raising the dispute has locus-standie to do so ?

II : Whether the reference as laid is maintainable ?

III : Whether the action of the management Geological Department, prospecting Division, T.I.S.C.O. Ltd., Jamshedpur (Bihar) in not engaging the workers permanently and giving them employment on contractual basis and not giving further employment after 1-4-93 was justified ?

IV : If not, what relief the workmen are entitled to ?

5. Issue no. III :—W.W.2 states that they all the workers joined under the 1st party management in between 1972 to 1975, and worked till 31-3-93. They were denied work from 1-4-91 to 19-7-92. W.W.3 states that they worked continuously with a break of six to seven days each time after working for fixed period WW4 states that they were disengaged from 1-4-91 to 19-8-92. In that way they continued and on

1-4-93 they were totally stopped from doing work. No termination notice was given and no compensation was paid. They were getting bonus every year. He proves Ext. 5 as his bonus slips containing his total days of work in that year and the bonus amount. Others were also getting bonus slips. In cross examination he admits that all of them were given appointment order having terms and conditions. He denies that they did not start work in 1973. He admits working in prospecting project. To the same effect is the evidence of other witness W.W.4 of the workmen. They admits that after fixed period of engagement they were being disengaged for a period and again being given appointment. They admit receiving appointment order Ext. 7 to Ext. 25 in which the period of appointment has been noted. W. Ws 2, 3, 4, 5 says that they became members of this union before disengagement. They have not proved membership cards. W.W.1, Secy. of the union does not say when they became members & does not prove registers of the union in this regard. Except the bald statement of workmen, there is no other evidence to believe, them.

6. M.W.1 states that the objective of the project division is to investigate mineral and to find out economic viability. There is permanent crew of the department which is mobile and moving all over India. The permanent crew are on pay roll of Jamshedpur. He states that local persons are also recruited temporarily on contractual basis for a particular project as per agreement with TISCO union vide Ext. A. Those local persons are always issued with appointment containing in detail service condition. The services of the workmen came to an end as per the appointment order. The 2nd party workmen were given appointment as local person as per the agreement and they were given appointment on casual and temporary basis only after the agreement Ext. A was executed. The duration of the project depends upon the requirement of the job. He states that no artificial break in service is given to any workmen. The notice of termination is not issued as period of work has been mentioned in the appointment order. He states that all the workmen might have worked for 240 days in a year but not continuous. They have worked with intermittent breaks. He claims that a local person (working in the project) cannot be transferred to another place in that section. He denies the suggestion that the workmen have completed in a year 240 days of work continuously. M.W.2 states that 2nd party workmen might have worked during 1981 to 1983 and during 1992-93 they also working there. He states that during each time of engagement appointment order has been issued to them mentioning the maximum number of days or less that they would work depending upon the nature of work. Appointment letter was being issued from his camp and local persons were given preference. He denies that assurance were given to the workmen to make them permanent. He admits that no termination letter was issued to any workmen as not required. He denies the suggestion that project work was continuous one and that the workers were given appointment order for fixed periods with breaks and that those break are artificial break only given to deprive the workmen from claiming regularisation for completing 240 days of work.

7. The learned representative of the workmen submits that though the project work was of continuous nature yet the workers were not allowed to work continuously so as to deprive them from the benefits u/s 25-F of the Act and they were given engagement for fixed periods and at the end of that period they were disengaged for some days and again given appointment for fixed period. He argues that these breaks are artificial breaks not required and these breaks were made so that the management would take the plea that the work was of contractual nature for fixed period and as such their cases does not come u/s 2(oo) (bb) of the Act. On the other hand, the learned representative of the 1st party submits that each project work is taken up for a fixed period to investigate mineral and at the end of the period project work comes to an end and those local person engaged ceased to work. The very nature of project work shows that it is not a continuous one and therefore after the end of one project another project work is taken up after some time and for this intermittent period the workmen go without work. So it cannot be said that these breaks are artificial breaks. Both sides have relied upon certain decisions in support of their argument.

8. The 2nd party has filed decisions "Sailendranath Shukla & others Vrs Vice Chancellor, Allahabad University" reported in 87-Lab. I. Cat. page 1607. It is a decision of Allahabad High Court. Their Lordship have held that section 2(oo) (bb) is in the nature of an exception to Section 2(oo) and has to be construed strictly and in favour of the workmen as the entire object of the Act is to secure a just and fair deal to them. Termination included in section 2(oo)(bb) are those which are brought about either because of non-renewal of contract of employment or expiry of time stipulated in agreement. The nature of employment must be judged by nature of duties performed and not on the letter issued by the employer. If contractual employment is resorted to as the mechanism to frustrate the claim of the employee to become regular or permanent against a job which continues or the nature of duties is such that colour of contractual agreement is given to take it out from section 2(oo). Then such agreement cannot be regarded as fair or bonafide. Section 2(oo)(bb) cannot be extended to such cases where the job continues and the employee's work is also a supervisory but periodical renewals are made to avoid to regular status to employees. That would be unfair practice. In a decision reported in I-L.L.J-1990-at page 443 (Balbir Singh Vrs Kurukhetra Central Coop. Bank Ltd. and another). His Lordship of Punjab High Court has held that section 2(oo)(bb) has to be so interpreted as to limit it to cases where the work itself has been accomplished and the agreement of hiring for a specific period was genuine. If the work continuous, the non-renewal of the contract has to be dubbed as malafide. In a decision reported in 72(91)-CL-T at page 404 (Chakradhar Trinath Vrs State of Orissa & others). Their Lordship have held that the contractual employment is to be scrutinised to see if it is a colourable contract and is resorted to as a mechanism to frustrate the protection section 25-F of the Act or if the nature of the adhoc appointments are bonafide and the employees has been treated fairly in regard to his employment. From the principles decided in the above

decisions it is clear that if the services of any workmen is terminated for any reasons whatsoever, then this is nothing but retrenchment which comes u/s 2(oo) and section 25-F is attracted to it. But if this termination is due to non-renewal of contract on its expiry, then this termination comes u/s 2(oo)(bb) and then it is not a retrenchment attracting the provision u/s 25-F. Therefore the Tribunal must scrutinise whether the job taken over by the 2nd party was a continuous one but artificial breaks were given by giving appointment for fixed periods only to deprive him the benefit u/s 25-F.

9. The workers examined in this case have admitted that they were working in prospecting division and they were given appointment for fixed periods after which there was interruption for some days and again they were being given appointment for fixed periods after which there was interruption for some days and again they were being given appointment order for another term of fixed period. Management witnesses have stated about the nature of project work and about its continuity. The management witnesses have stated that local persons were recruited temporarily on contractual basis for a particular project. The management witnesses have also stated that duration of the project depends upon the requirement of the job and no artificial breaks in service was given any workmen. The appointment order is issued to the workmen mentioning the days. He would work depending upon the nature of work.

10. Thus it is clear that these workmen were given work in projects which are taken up for fixed periods to find out minerals for mining purpose. So the projects are of different periods and accordingly local persons were given appointment for fixed periods. With the closure of the project work their work also ceases. Only when another project was taken up in that area again appointment order was being issued. So it is not possible that different project work were taken up one after another without any gap of period between each project. After the closure of one project work the management must be taking some days or months to decide to take up the next project. Therefore these workmen must be sitting idle or doing work privately somewhere else during each break periods. When they were doing work in different projects it cannot be said that the work was continuous in nature. Workmen WW3 examined in this case has admitted sitting idle for the period in between closure of one project and starting of another project. No workmen has claimed that on the closure of one project the field work was going on in the prospecting division and they were denied such work in order to deprive them of the benefit u/s 25-F. So I am convinced that the nature of work of these workmen was not a continuous one and they were not being given artificial breaks and their work was contractual in nature. Each time the workmen have been given written appointment order with fixed period of work and terms and conditions of employment written in that order. There is no evidence that during those period of breaks they were actually working in the projects. If there was continuous project work, then it cannot be believed that workers would be disengaged four days together. So I hold that

their work was contractual in nature. So they are not entitled to the benefits u/s 25-F of the Act.

11. Issue nos. I, II & IV : All the issues are taken up together and all are interlinked. The learned representative of the management submits that the North Orissa Workers Union which represents the workmen in this case has got no locus-standie to represent them and as such the reference is not maintainable. The learned representative of the 2nd party objected to this. The law is well settled that a union can take up the case of a worker only when he became a member of the union on or before the date of dismissal when the cause of action arose. In the present case, the 2nd party workmen must prove that they were members of this union on or before 1-4-93, the date of their dis-engagement. I have already discussed the evidence of the witness earlier where workmen have tried to prove that they became members before the date of their disengagement. But this they have not proved by filing membership cards. Even W.W. 1, the Secretary of the union does not say that they joined before disengagement. He has not proved the register of the union in this regard. There is no evidence to hold that the 2nd party workmen were the members of this union before 1-4-93. Therefore the North Orissa Workers Union has no locus-standie to represent the workmen in this case. As such the reference is not maintainable.

12. Issue no. II :—In view of the discussion made under Issue no. I, it is held that they are not entitled to any relief.

Dictated & corrected by me.

A. K. DUTTA, Presiding Officer

नई दिल्ली, 29 मई, 2001

का.आ. 1438.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय रुड़केला के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 28-5-2001 प्राप्त हुआ था।

[सं. एल-26011/3/94-आई.आर. (एम)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 29th May, 2001

S.O. 1438.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Rourkela as shown in the Annexure in the Industrial Dispute between the employers in relation to the management T.I.S.C.O. Ltd. and their workman, which was received by the Central Government on 28-5-2001.

[No. L-26011/3/94-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE COURT OF PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL, ROURKELA

Industrial Dispute Case No. 63/97(C)

Dated, the 19th December, 2000

PRESENT :

Sri Alak Kumar Dutta,
Presiding Officer,
Industrial Tribunal,
Rourkela.

BETWEEN

The Divisional Manager,
Geological Services, Prospecting Division,
TISCO Ltd., Jamshedpur,
Distt. Singhbhum. ... Ist party.

AND

Their workmen, represented by
General Secretary, North Orissa Workers Union,
PO : Rourkela,
Distt. Sundergarh. ... IInd party.

APPEARANCES :

For the Ist party : M.Z.M. Ansari, Dy. Manager.
For the IInd party : Sri B. S. Pati, Gen. Secretary.

AWARD

The Govt. of India in the Ministry of Labour in Exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of I.D. Act have referred the following disputes for adjudication vide no. L-26011/3/94-IR(M) dt. 3-2-95 :

"Whether the action of the management of Geological Department, Prospecting Division, TISCO Ltd., Jamshedpur in not engaging workers permanently and giving them employment on contractual basis and not giving further employment after 1-4-93 was justified? If not, to what relief the workmen are entitled to?

2. The case of the 2nd party workmen in brief is as follows :

The 2nd party workmen joined their duty in different months and years as temporary workers under the Ist party management. Though they were working continuously yet artificial breaks in service for few days were given to them and lastly they were denied work w.e.f. 1-4-93 without any written order. Being approached the officer-in-charge of the site informed that their file had gone to headquarter at Jamshedpur and on receipt of the order from the headquarter they would be taken back in service permanently. They were advised to wait. No written order was issued to them in this regard. After waiting for some time, when they did not receive any order from the Ist party, the workmen approached the union who raised the dispute before the authority. They claim that they have completed 20 years of service under the Ist party management. They further claim that they have not received any compensation on their termination of service. Hence they pray for reinstatement with full back wages.

3. In reply, the contention of the 1st party in brief is that the outdoor section of the Geological services department of the 1st party undertakes prospecting drilling project job wherever necessary on requisition of the mines management at any location for mining operation. So the period of work for each project is temporary in nature and is for a fixed period. For work as labourers local person on casual temporary basis are engaged in the project and they work till the project work is completed. So they are given appointment for a fixed period and at the end of the period their work ceases. Whenever another work is taken up after some days or month in that area again another appointment order is given to them for a fixed period. So this engagement is temporary, contractual engagement depending on its requirement. When their work ceases, no termination order is again issued as not necessary. Since they were given appointment for fixed period and their work ceases at the end of the period. Their case falls u/s 2(oo)(bb) of the I.D. Act and as such section 25 F of the Act is not attracted and they are not entitled to any compensation under it. On expiry of the last spell of engagement operation stopped and their work ceased and there was no necessity of giving further appointment to them w.e.f. 1-4-93. It is the further plea of the 1st party that North Orissa Workers Union has got no locus-standie to represent the 2nd party's in this case and as such the reference is not maintainable. Hence prays for dismissing the case.

4. On the aforesaid analysis following issues have been framed :

- I : Whether the General Secretary, North Orissa Worker's Union has the locus-standie to represent the 2nd party workmen ?
- II : Whether the 2nd party workmen is eligible for raising industrial dispute as per the provisions of the Industrial Disputes Act and whether the reference is maintainable?
- III : Whether the action of the management of Geological Department, prospecting division in not engaging workers permanently and giving them employment on contractual basis and not giving further employment after 1-4-93 was justified ?
- IV : If not, to what relief the workmen are entitled to ?

5. Issue No. III.—W.W. 3 states that they all the workers joined the 1st party management in March 1973 and worked till 21-2-93. They were working continuously with a break of 6 to 7 days each time after working for 3 to 4 months. In that way they continued and on 1-4-93 they were totally stopped from doing work. No termination notice was given and no compensation was paid. They were getting bonus every year. The bonus slip contains his total days of work in that year and the bonus amount. Others were also getting bonus slips. In cross examination he admits that all of them are local person and given employment as such. He denies that they did not start work in 1973. He admits working with other 2nd Party workmen in prospecting project. To the same effect is the evidence of other witnesses of the workmen. They admit that after fixed period of

engagement they were being disengaged for a period and again being given appointment. As per the evidence of the witness WW4 that when the project work was closed, their work in that project was also came to an end. They were receiving appointment order Ext. 9 to Ext. 17 in which the period of appointment has been noted. WW3 & WW4 have admitted becoming members of the union after their disengagement.

6. M.W.1 states that the object of the project division is to investigate mineral and to find out its economic viability. There is permanent crew of the department which is mobile and moving all over India. The permanent crew are on the pay roll of the Janshedpur. He states that local person are also recruited temporarily, and on contractual basis for a particular project as per agreement with T.I.S.C.O. union vide Ext. A. These local persons were always issued with appointment orders containing in detail service condition. The services of the workmen came to an end as per the appointment order. The 2nd party workmen were given appointment as local person as per the agreement and they were given appointment on casual and temporary basis only after the agreement Ext. A was executed. The duration of the project depends upon the requirement of the job. He states that no artificial break in service is given to any workmen. The notice of termination was not issued as period of work was mentioned in the appointment order. He states that all the workmen might have worked for 240 days in a year but not continuously. They have worked within permissive breaks. He claims that a local person (working in the project) cannot be transferred to another place in that section. He denies the suggestion that the workmen have completed in a year 240 days of work continuously. M.W.2 states that 2nd party workmen might have worked during 1981 to 1983 and during 1992-93 they have also working there. He states that during each time of engagement, appointment order has been issued to them mentioning the maximum number of days or less that they would work depending upon the nature of work. Appointment letter was being issued from his camp and local persons were given preference. He denies that assurance were given to the workmen to make them permanent. He admits that no termination letter was issued to any workmen as not required. He denies the suggestion that project work was continuous one and that the workers were given appointment order for fixed periods with breaks and that those breaks are artificial breaks only given to deprive the workmen from claiming regularization for completing 240 days of work.

7. The learned representative of the workmen submits that though the project work was of continuous nature yet the workers were not allowed to work continuously so as to deprive them from the benefits u/s 25-F of the Act and they were given engagement for fixed period and at the end of that period they were disengaged for some days and again given appointment for fixed period. He argues that these breaks are artificial break not required and these breaks were made so that the management would take the plea that the work was of contractual nature for fixed period and as such their case comes u/s 2(oo)(bb) of the Act. On the other hand the learned representative of the 1st party submits that each

project work is taken up for a fixed period to investigate mineral and at the end of the period project work comes to an end and those local person engaged ceased to work. The very nature of project work shows that it is not a continuous one and therefore after the end of one project another project work is taken up after some time and for this intermittent period the workmen go without work. So it cannot be said that these breaks are artificial breaks. Both sides have relied upon certain decision in support of their argument.

8. The 2nd party has filed decisions "Sailendra-nath K. Shukla and others Vrs. Vice Chancellor, Allahabad University" reported in 87-Lab. I.Cs. at page 1607. It is a decision of Allahabad High Court. Their Lordship have held that section 2(oo) (bb) is in the nature of an exception to section 2(oo) and has to be construed strictly and in favour of the workmen as the entire object of the Act is to secure a just and fair deal to them. Termination included in section 2(oo)(bb) are those which are brought about either because of non renewal of contract of employment or expiry of time stipulated in agreement. The nature of employment must be judged by nature of duties performed and not on the letter issued by the employer. If contractual employment is resorted to as the mechanism to frustrate the claim of the employee to become regular or permanent against a job which continues or the nature of duties is such that colour of contractual agreement is given to take it out from section 2(oo). Then such agreement cannot be regarded as fair or bonafide. Section 2(oo) (bb) cannot be extended to such cases where the job continues and the employee's work is also a supervisory but periodical renewals are made to avoid to give regular status to employees. That would be unfair practice. In a decision reported in I-LLJ-1990 at page 443 (Balbir Singh Vrs. Kurukheta Central Coop. Bank Ltd. and another). His Lordship of Punjab High Court has held that section 2(oo)(bb) has to be so interpreted as to limit it to cases where the work itself has been accomplished and the agreement of hiring for a specific period was genuine. If the work continuous, the non renewal of the contract has to be dubbed as Malafide. In a decision reported in 72(91)-C.L.T. at page 404 (Chakradhar Tripathy Vrs. State of Orissa and others) Their Lordship have held that the contractual employment is to be scrutinised to see if it is a colourable contract and is resorted to as a mechanism to frustrate the protection under section 25-F of the Act or if the nature of the adhoc appointments are bonafide and the employees has been treated fairly in regard to his employment. From the principles decided in the above decisions it is clear that if the services of any workmen is terminated for any reasons whatsoever, then this is nothing but retrenchment which comes u/s. 2(oo) and section 25-F is attracted to it. But if this termination is due to non renewal of contract on its expiry, then, this termination comes u/s. 2(oo)(bb) and then it is not a retrenchment attracting the provision u/s. 25-F. Therefore the Tribunal must scrutinise whether the job taken over by the 2nd party was a continuous one but artificial breaks were given by giving appointment for fixed periods only to deprive him the benefit under section 25-F.

9. The workers examined in this case have admitted that they were working in prospecting division and they were given appointment for fixed periods after which there was interruption for some days and again they were being given appointment order for another term of fixed period. Workmen WW4 has admitted that when the project work was closed their work in that project also came to an end. Management witnesses have stated about the nature of project work and about its continuity.

The management witnesses have stated that local persons have recruited temporarily on contractual basis for a particular project. The management witnesses have also stated that duration of the project depends upon the requirement of the job and no artificial breaks in service is given to any workmen. The appointment order is issued to the workmen mentioning the days. He would work for a period depending upon the nature of work.

10. Thus it is clear that these workmen were given work in projects which have taken up for fixed periods to find out minerals for mining purpose. So the projects are of different periods and accordingly local persons were given appointments for fixed periods. With the closure of the project work their work also ceased. Only when a other project work was taken up in that area again appointment order was being issued. So it is not possible that different project work were taken up one after another without any gap of period between each project. After the closure of one project work the management must be taking some days or months to decide to take up the next project. Therefore these workmen must be sitting idle or doing work privately somewhere else during each break periods. When they were doing work in different projects it cannot be said that the work was continuous in nature. The workman, WW4 examined in this case has admitted sitting idle for the period in between closure of one project and starting of another project. No workmen has claimed that on the closure of one project the field work was going on in the prospecting division and they were denied such work in order to deprive these of the benefit u/s. 25-F. So I am convinced that the nature of work of these workmen was not a continuous one and they were not being given artificial breaks and their work was contractual in nature. Even one witness WW4 has stated that they were not given work for 5 years. Long time the workmen have been given written appointment order with fixed period of work and terms and condition of employment written in that order. There is no evidence that during those period of breaks they were actually working in the projects. If there was continuous project work then it cannot be believed that workers would be disengaged for years together. So I hold that their work was contractual in nature. So they are not entitled to the benefits u/s. 25-F of the Act.

11. Issue Nos. I, II & IV.—The learned representative of the management submits that North Orissa Workers Union which represents the workmen in this case has no locus-standie to represent them and as such the reference is not maintainable. The learned representative of the 2nd party objected to this. The law is well settled that an Union can take up the case of a worker only when he becomes a member of the union on or before the date of dismissal when the cause of action arise. In the present case the 2nd party workmen must prove that they were members of

this union on or before 1-4-93 the date of their disengagement. I have already discussed the evidence of the witness earlier where all the 2nd party workmen examined in this case WW3, WW4 have admitted that they become members of this union after they became out of employment. The workmen, W.W.4 has tried to prove that he became member before the date of his disengagement. But this he has not proved by filing membership card as he does not possess any such union membership card. There is no evidence to hold that the 2nd party workmen were members of this union before 1-4-93. Therefore the North Orissa Workers Union has no locus-standie to represent the workmen in this case. As such the reference is not maintainable and they are not entitled to any relief.

Dictated and corrected by me,

A. K. DUTTA, Presiding Officer

नई दिल्ली, 1 जून, 2001

का.अ. 1439—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तूतिकोरिन पोर्ट मेगाहर्नस के प्रबंधन के सबब नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय चेन्नई के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2001 को प्राप्त हुआ था।

[स एल-44012/7/99-आर्डर आर (एम)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 1st June, 2001

S.O. 1439.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Tuticorin Port Mariners and their workman, which was received by the Central Government on 31st May, 2001.

[No. L-44012/7/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT : CHENNAI

Monday the 30th April, 2001

PRESENT :

K. Karthikeyan, Presiding Officer

Industrial Dispute No. 127/2001

(Tamilnadu Industrial Dispute No. 95/99).

BETWEEN :

The General Secretary,
Tuticorin Port Mariners and,
General Staff Union,
Tuticorin. . . Claimant/I Party.

AND

The Chairman,
Tuticorin Port Trust,
Tuticorin. . . Management/II Party.

APPEARANCE :

For the Claimant : M/s. P. K. Rajagopal,
Advocate.

For the Management : M/s. M. Sriram,
Advocate.

AWARD

The Govt. of India in Ministry of Labour in exercise of powers conferred by Clause (D) of Sub-Section (1) and Sub-Section (2A) of Section 10 of Industrial Dispute Act, 1947 have referred the following dispute for adjudication vide order No. L-44012/7/99/IR (M) dt. 28-5-99 :—

“Whether the demand of the Tuticorin Port Mariners and General Staff Union in demanding compassionate appointment to the legal heir of Sh. X. Thommai Siluvai, Gardner is justified ?”

This reference has been made earlier, to the Tamilnadu Industrial Tribunal, was taken on file there as I.D. No. 95/1999. On receipt of notice from that Tribunal the I Party Union and the II Party Management entered appearance through their respective counsel on the first hearing on 17-08-1999. Though the case was adjourned from time to time by that Tribunal granting time for the I Party Union to file the claim statement, no claim statement was filed, till this matter was Transferred from that Tribunal on 09-01-2001 as per the orders of the Central Govt., to the file of this Tribunal for adjudication. On receipt of the records of this case from Tamilnadu Industrial Tribunal this case has been taken on file in this Tribunal as I.D. No. 127/2001 on 18-01-2001. Notices were sent by Regd. Post to the counsel on record on either side informing them about the transfer of this case to the file of this Tribunal directing them to appear on 01-02-2001 before this Tribunal with their respective parties to this dispute to prosecute

this case here. Since no one, had appeared on that date before this Tribunal and no representation was made on either side notices were ordered to be sent to both the parties direct by Regd. Post to appear before this Tribunal on 16-02-2001. Subsequently the counsel on either side appeared. On request by petition by the counsel for I Party time was extended to file the claim statement of I Party Union from 09-03-2001 to 19-03-2001. On that day, on filing another petition seeking further time by the counsel for I Party Claimant, the time for filing claim statement of I Party was further extended till 29-03-2001. Subsequently though the case was adjourned to 20-04-2001 and lastly to this date, neither the I Party Union nor his counsel present. No claim statement of I Party Union is filed so far. There is no representation at all for the I Party Union today when this matter was taken up. The counsel for II Party Management alone is present. The non filing of claim statement of I Party Union and the inaction of the I Party ever since their appearance for this case on 17-06-1999 before the Tamilnadu Industrial Tribunal and subsequently before this Tribunal on transfer of this case to the file of this Tribunal, enables this Tribunal to conclude that both the I Party Union and the representative of the deceased workman are not interested in prosecuting this case for the reasons best known to them. Under such circumstances this Tribunal has no other option but to dismiss this Industrial Dispute for default and non prosecution by I Party Union/Claimant.

In the result an award is passed holding that no dispute exists between the parties concerned now, and dismissed this Industrial Dispute for non representation and non prosecution. No cost.

(Dictated to the Stenographer and transcribed and typed by him, and corrected and pronounced by me in the open court on this day, the 30th April 2001).

K. KARTHIKEYAN, Presiding Officer

नई दिल्ली, 1 जून, 2001

का.श्रा. 1440—औद्योगिक विवाद अधिनियम, 1917 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोलकाता पोर्ट ट्रस्ट के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम विभाग

कोलकाता के पोर्ट ट्रस्ट को प्रकाशित करती है, जो केन्द्रीय सरकार का 31-5-2001 को प्राप्त हुआ था।

[स. एल-32012/3/2000—आई. आर. (एम)]

बी.एम. डेविड, प्रवर सचिव

New Delhi, the 1st June, 2001

S.O. 1440.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kolkata Port Trust and their workman, which was received by the Central Government on 31-5-2001.

[No. L-32012/3/2000-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 50 of 2000

PARTIES :

Employers in relation to the management of Calcutta Port Trust

AND

Their workman

PRESENT :

Mr. Justice Bharat Prasad Sharma, Presiding Officer.

APPEARANCE :

On behalf of Management—Mr. G. Mukhopadhyay, Industrial Relations Officer.

On behalf of Workmen—None.

STATE : West Bengal, INDUSTRY : Port & Dock.

AWARD

By Order No. L-32012/3/2000/IR(M) dated 10-11-2000 the Central Government in exercise of its power under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Calcutta Port Trust bring down the working hours of locomotive operation of Calcutta Port Trust Railways from round the clock to between 8 A.M. to 5 P.M. and resultantly changing 3 shifts working is just, fair and reasonable? If not, to what relief the union and the affected workmen are entitled?"

2. When the case is called out today for evidence of the union, none appears for the union, nor any step is taken on its behalf in the matter, even though the management is represented by its representative. On the last date also the representative of the union did not appear and time was prayed for on their behalf, which was allowed. It is accordingly clear that the union is not longer interested to proceed with the case any further.

3. In the circumstance, in the absence of any evidence on record for any decision in respect of the schedule under reference, this Tribunal has no other alternative but to pass a "No Dispute" Award for disposal of the present reference.

4. A "No Dispute" Award is accordingly passed and the reference is disposed of.

Dated, Kolkata,

The 15th May, 2001.

B. P. SHARMA, Presiding Officer

नई दिल्ली, 1 जून, 2001

का.श्रा. 1441—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में, शिपिंग एंड ट्रेवल प्रा. लि. के प्रबंधन के संबंध में नियोजको और उनके कर्मकारों के बीच, प्रत्यक्ष में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिकारण श्रम न्यायालय मुम्बई के पत्रों को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2001 को प्राप्त हुआ था।

[स एल.-31011/5/2001-आई.श्रा. (एम)]

बी एम. डेविड, अवर सचिव

New Delhi, the 1st June, 2001

S.O. 1441.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management M/s. Shipping and Travel Pvt. Ltd. and their workman, which was received by the Central Government on 31-5-2001.

[No. I-31011/5/2000-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/56 of 2000

Employers in relation to the management of M/s. Shipping and Travel (Agents) Pvt. Ltd.

The Director, M/s. Shipping & Travel (Agents) Pvt. Ltd.,
Botwala Chambers,
Sir P.M. Road,
Mumbai-400001.

AND

Their Workmen,
The Secretary,
Transport and Dock Workers Union,
P. D'Mello Bhawan, Cannac Bunder
Mumbai.

APPEARANCES :

For the Employer—No appearance.

For the Workmen—Mr. S. R. Wagh, Advocate.

Mumbai, dated the 3rd April, 2001

AWARD

The Government of India, Ministry of Labour, by its Order No. I-31011/5/2000/IR(M), dated 5-7-2000, have referred the following Industrial Dispute for adjudication.

"Whether the closure of the establishment of M/s. Travel and Shipping (Agents) Pvt. Ltd. by rendering the following 1st workmen jobless without any payment made to them is justified? If not, to what relief the workmen are entitled? S/Shri K. Pankaj, Kishor Rashingar, N. B. Puthran, J. L. Shah, P. K. Kolambkar, N. B. Ahar, E. P. Falcaq, J. K. Balanekar, Ashok Anchan, D. D'Sogo, R. S. Tiwari, Indar Singh Patwal, Grish Puthran, Pralash Gulwad, Bhagjuathi Pandhy, Mrs. Urmila Ganjar R. S. Chauhan, C. B. Shahi."

2. On receipt of the reference this tribunal issued notices to the union and the management. On receipt of notice, President of the union vide purshis (Exhibit-6), dt. 10-1-2001 contended that the union wants to withdraw the reference. Therefore the following order is passed.

ORDER

The reference stands disposed off as withdrawn vide purshis (Exhibit-6).

S. N. SAUNDANKAR, Presiding Officer
Exhibit No. 6

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT MUMBAI

Ref. No : CGIT-2/56/2000

Employers in relation to the Management of
Shipping Travels

AND

Their Workmen.

MAY IT PLEASE YOUR HONOUR

In the above reference the Transport & Dock Workers' Union do not want to proceed further and therefore, pray that the Union may pleased be allowed to withdraw the same.

Mumbai,

Dated : 26-12-2000.

Sd/-

President,
Transport & Dock Workers' Union,
Mumbai.

Sd/-

Presiding Officer

Sd/-

Advocate

नई दिल्ली, 1 जून, 2001

का.आ. 1112.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उद्दिष्ट आयल कार्पोरेशन के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/धर्म न्यायालय असम के पंचाट का प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2001 को प्राप्त हुआ था।

[म. एल.-30011/38/2000-आई.यार. (एम)]
बी.एम. डेविड, अवर सचिव

New Delhi, the 1st June, 2001

S.O. 1442.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Labour Court, Assam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation and their workman, which was received by the Central Government on 31-5-2001.

[No. L-30011 38/2000-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI, ASSAM

Reference Nos. 11(C)2000, 12(C)2000 & 13(C) 2000

PRESENT :

Shri K. Sarma, LL.B.,
Presiding Officer,
Industrial Tribunal, Guwahati,
In the matter of an Industrial Dispute between :
The management of
The Executive Director,
Indian Oil Corporation, Ltd.

Versus

Their workman rep. by the Secy.,
Mineral Oil Workers Union,
Tinsukia.
Date of Award : 3-5-2001.

AWARD

These references arising out of the Government Notification Nos. L-30011/38/2000/IR(M) dated 29-6-2000, No. L-30011/36/2000/IR(M) dated 14-6-2000 and No. L-30011/35/2000 IR(M) dated 9-6-2000 relates to the dispute indicated in the schedule below :

"Whether the contractual workers engaged on contract basis are entitled to get Bonus, HRA, EL, encashment, LTC at the time of retrenchment in addition to retrenchment compensation as per Sec. 25(F) of I.D. Act, 1947. If so what relief should be provided to the workers of M's. Trading and Transport, Digboi?"

By this common award, alongwith this reference, I proceed to dispose other two reference being No. 12(C)2000 and Ref. No 13(C)2000. In all these 3 references notice upto both the parties have been served properly through registered post. Acknowledgement cards as a token of service of notice have been received back and tagged with case record. Management appear and take step. But workmen have not appeared even for a single date after receiving notice nor any step is taken on their behalf. The dispute in these 3 reference has been raised by the workmen through their union to fulfil their grievances and hence it is the duty of the workmen or their representative to appear and take necessary step. As the workmen or their representatives have not turned up to take step for adjudication of the dispute, in such a situation, I have no other alternative but to hold that there exists no dispute between the parties and reference may be finally disposed by passing a no dispute award which I do.

In the result, these 3 references are finally disposed vide this common award by passing a no dispute award. Prepare an award accordingly.

K. SARMA, Presiding Officer

नई दिल्ली, 1 जून, 2001

का.आ. 1413.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. आई.एम.एफ.ए. की नुमाही कोमोर्ट माईंस के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/धर्म न्यायालय भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2001 को प्राप्त हुआ था।

[म. एल.-29012/105/98-आई.यार. (एम)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 1st June, 2001

S.O. 1443.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bhubneshwar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nuasahi Chromite Mines of M's. IMFA and their workman, which was received by the Central Government on 31-5-2001.

[No. L-29012/105/98-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BHUBNESHWAR

PRESENT :

Sri S. K. Dhal, O.S.J.S. (Sr. Branch),
Presiding Officer, Central Govt.
Industrial Tribunal, Orissa, Bhubneshwar.

Tr. I. D. Case No. 193/2001

Dated, Bhubaneshwar, the 18th May, 2001

BETWEEN :

नई दिल्ली, 1 जून, 2001

The Management of Nuasahi Chromite Mines of M.S. IMFA Ltd., Rastalgath, Bennehal, Bhubaneswar.

..First Party-Management.

AND

Their workman, Shri Inteaz Ansari, Arsalu, Keonihai.

..Second Party-Workman

APPEARANCES :

Shri M. K. Mahapatra,
Dy. General Manager (P&A)

..For the First Party-Management.

Shri Inteaz Ansari.

..The Second Party-Workman himself.

ORDER

"The Government of India, in the Ministry of Labour in exercise of powers conferred upon them by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their order No. L-29012/105 98 IR(M) dated 15-12-1998 :—

"Whether the action of the management of Nuasahi Chromite Mines of IMFA Ltd., in terminating the services of Shri Inteaz Ansari, Dumper Driver, without any charges and in violation of the principles of natural justice and provisions of I. D. Act, 1947 is justified? If not, to what relief the workman is entitled?"

Whether the demand of the workman Inteaz Ansari, Dumper Driver Nuasahi Chromite Mines of IMFA Ltd. for reinstatement with full back wages is justified? If so, to what relief the workman is entitled?"

2. On receipt of the notice the claimant has filed his statement of Claims and the Management has also filed the Written Statement. When this case is ready for hearing, both the parties filed a Form of Memorandum of Settlement stating that there is a compromise between the parties as per the terms and conditions of the settlement. The workman is himself present on 17-5-2001 and the representative of the Management has also appeared. The terms and conditions of the Statement was read over to both the parties. They admitted to be true and correct. The workman has submitted that he has agreed to the terms and conditions and has received the money and has signed in the Memorandum of Settlement. This Tribunal is satisfied that no undue influence has been exercised on the workman for the settlement.

3. In view the settlement no dispute exists at present.

4. Hence, the reference is answered accordingly as per terms of settlement. The form of memorandum of settlement would form the part of the order.

Dictated and Corrected by me.

Dr 18 5 2001.

S. K. DHAL, Presiding Officer.

न.प्र. 1444.—औद्योगिक विवाद अधिनियम, 1947 (1947 में 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाल्मिया मैग्नेसाइट कॉर्पोरेशन के प्रबंधन के सदस्य निधोजका और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अन्य न्यायालय चर्च के पचाट को प्रदान करने के लिए, को केन्द्रीय सरकार द्वारा 31-5-2001 को प्राप्त हुआ था।

[न. प्र. 29012/92/99-आई आर (एम)]

बी.एम. डेविड, प्रारम्भिक

New Delhi, the 1st June, 2001

S.O. 1444.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dalmia Magnesite Corporation and their workman, which was received by the Central Government on 31-5-2001.

[No. L-29012/92/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHENNAI

Monday the 30th April, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 47/2001

(Tamilnadu Industrial Dispute No. 39/2000)

BETWEEN :

Sh. Palanisamy.

..Workman/I Party

AND

The Managing Director
Dalmia Magnesite Corpn
Salem.

..Management/II Party

APPEARANCE :

For Workman : None.

For Management : Sh. M. R. Raghavan, Advocate.

AWARD

The Government of India in Ministry of Labour in exercise of power conferred by Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Dispute Act, 1947 have referred the following dispute for adjudication vide Order No. L-29012/92/99/IR(M) dated 29-2-2000 :—

"Whether the action of the management of Dalmia Magnesite Corporation, Salem, in terminating the service of Shri M. Palanisamy w.e.f. 28-5-98 is justified? If not, to what relief is he entitled?"

This reference has been made to Tamilnadu Industrial Tribunal, earlier, was taken on file there as I.D. No. 39 of 2000. On receipt of notice from that Tribunal the I Party in person and the II Party through their counsel appeared on the hearing on 20-6-2000. Subsequently the Petitioner/I Party had not chosen to appear before that Tribunal and file his claim statement though the case was adjourned to various hearings. Then as per the orders of the Central Government this Industrial Dispute has been transferred to the file of this Tribunal for adjudication, on receipt of records, this case has been taken on file on the file of this Tribunal as I.D. 47/2001. Notices were sent to both the parties by Regd. Post, informing them about the transfer of this case to the file of this Tribunal with a direction to appear before this Tribunal for the hearing on 24-1-2001. Though the I Party/Petitioner appeared before this Tribunal on 23-2-2001, on receipt of the notice sent by Regd. Post for the second time and took time to file his claim statement he has not filed it, till this date, in spite of the case has been adjourned to various dates granting him time.

When this case was taken up today neither the parties I and II nor their respective counsel on record is present. There is no representation on either side. The I Party/Petitioner has not chosen to file his claim statement so far in this case, though he entered appearance for the first time as early as 20-6-2000 when it was pending before the Tamilnadu Industrial Tribunal. The II Party also remained absent without making any representation in this case so far. In view of the inaction and non representation on either side, it is presumed that no dispute, as referred to in the schedule of reference is now exists between the parties. Hence this reference is closed as 'No Dispute' between the parties. An award is passed accordingly.

(Dictated to the Stenographer and transcribed and typed by him and corrected and pronounced by me in the open court on this day, the 30th April, 2001.)

K. KARTHIKEYAN, Presiding Officer

नई दिल्ली, 1 जून, 2001

का.आ. 1445—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में आई एम.एफ.ए. की नुगाही क्रोमाईट माईंस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2001 प्राप्त हुआ था।

[सं. एल-29012/104/98-आई.आर. (एम)]

श्री एम. डेबिड, अद्वर नमिब

New Delhi, the 1st June, 2001

S.O. 1445.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar, as shown in the Annexure in 1788 GI/2001—22

the Industrial Dispute between the employers in relation to the management of Nuasahi Chromite Mines of M/s IMFA and their workman, which was received by the Central Government on 31-5-2001.

[No. L-29012/104/98-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : BHUBANESWAR

PRESENT :

Sri S. K. Dhal, O.S.J.S. (Sr. Branch),
Presiding Officer, Central Govt.
Industrial Tribunal, Orissa, Bhubaneswar.
Tr. I.D. CASE NO. 192/2001.
Dated, Bhubaneswar, the 18th May, 2001.

BETWEEN :

The Management of Nuasahi Chromite Mines,
of M/s. IMFA Ltd. Rasulgarh,
Bomikhal, Bhubaneswar.

.. First Party-Management.

(AND)

Their Workman Shri Md. Maqubal,
Arsalu, Keonjhar.

.. Second Party-Workman.

APPEARANCES :

Shri M. K. Mahapatra, Dy. General Manager
(P&A)
For the First Party-Management.
Shri Md. Maqubal. .. The Second Party-
Workman himself.

ORDER

The Government of India, in the Ministry of Labour in exercise of powers conferred upon them by Clause (d) of Sub section (1) and Sub section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/104/98/IR(M) dated 16-12-1998 :—

“Whether the action of the management of Nuasahi Chromite Mines of IMFA Ltd., in terminating the services of Shri Md. Maqubal, Dumper Driver, without any charges and in violation of the principles of natural justice and provisions of I.D. Act, 1947 is justified? If not, to what relief the workman is entitled?”

“Whether the demand of the workman Md. Maqubal, Dumper Driver, Nuasahi Chromite Mines of IMFA Ltd. for reinstatement with full back wages is justified? If so, to what relief the workman is entitled?”

2. On receipt of the notice the claimant has filed his Statement of Claims and the Management has also filed the written Statement. When this case is ready for hearing, both the parties filed a Form of Memorandum of Settlement stating that there is a compromise between the parties as per the terms and conditions of the settlement. The workman is himself

present on 17-5-2001 and the Representative of the Management has also appeared. The terms and conditions of the statement was read over to both the parties. They admitted to be true and correct. The workman has submitted that he has agreed to the terms and conditions and has received the money and has signed in the Memorandum of Settlement. This Tribunal is satisfied that no undue influence has been exercised on the workman for the settlement.

3. In view of the settlement no dispute exists at present.

4. Hence the reference is answered accordingly as per terms of settlement.

The form of memorandum of settlement would form the part of the order.

Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 1 जून, 2001

का.शा. 1446.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजस्थान राज्य खनिज विकास निगम, जयपुर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय, जयपुर के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2001 को प्राप्त हुआ था।

[सं. एन-29012/70/99-आई.आर. (एम)]

बी एम डेविड, अवर सचिव

New Delhi, the 1st June, 2001

S.O. 1446.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur, as shown in the Annexure in the Industrial Dispute between the employees in relation to the management R.S.M.D.C., Bikaner and their workman, which was received by the Central Government on 31-5-2001.

[No. L-29012/70/99-IR(M)]

B. M. DAVID, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं अम न्यायालय, जयपुर।
प्रकरण संख्या —सी.आई.टी./जे-64/99

आदेश संख्या —एन-29012/70/99/आई.आर. (एम)

दिनांक 9-11-99

अंतरा भील पुत्र श्री भैरा भील, निवासी—गांव मटुन पोस्ट मटुन;
तहसील सिर्वा, जिला उदयपुर (राजस्थान) —अप्री

बनाम

प्रबंधक, राजस्थान राज्य खनिज विकास निगम लिमिटेड ज़रिए
प्रोजेक्ट मैनेजर, राजस्थान राज्य खनिज विकास निगम,
लिमिटेड, बीकानेर (राजस्थान) —अप्री

उपस्थित —

अप्री की ओर से

श्री नीरज भट्ट

अप्री की ओर से

श्री जी.एल. माधव

पंचाट दिनांक 26-3-2001

पंचाट

केन्द्रीय सरकार के द्वारा उक्त आदेश के ज़रिए निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम, 1947 कहा गया है।) की धारा 10-की उपधारा (1) के खंड-घ के प्रावधानों के अन्तर्गत न्याय निर्णय हेतु निर्दिष्ट किया गया है:—

“Whether the action of the management of R.S.M. D.C., Bikaner and others accepting the resignation of Shri Chatra S/o Shri Bhara Bheel under VRS Scheme was justified? If not, to what relief the workman is entitled?”

अप्री की ओर से स्टेटमेंट आफ़ क्लेम प्रस्तुत किया गया, जिसमें उल्लेख किया गया कि वह निपक्षी संस्थान की उदयपुर इकाई की कानपुर मार्ग में पद स्थापित था। दिनांक 6-7-97 को अप्री द्वारा उसका स्थानांतरण, बीकानेर प्रन्लाईन का बेरा मार्ग पर कर दिया गया, जहाँ उसने कार्य ग्रहण किया। कार्यग्रहण करने के समय तत्कालीन प्रोजेक्ट मैनेजर राठी ने उसे भील आति का होने के कारण बहुत परेशान किया था कहा कि यदि वह यहाँ काम करेगा तो बीकानेर के व्यक्तियों को कार्य कहीं से मिलेगा। यह भी कहा कि सारा कार्य ठेके पर दे दिया गया है वह बाहर का होने से अकेला क्या करेगा? उसे अपने बच्चों के लिए नौकरी करनी थी, अतः प्रोजेक्ट मैनेजर एवं उसके व्यक्तियों द्वारा परेशान करने पर भी कार्य करता रहा। दिनांक 24-12-97 को जब वह निपक्षी के बीकानेर कार्यालय में गया था उसने यात्रा भत्ता बिल के भुगतान की मांग की जो छुट्टी मार्ग तो राठी ने उससे कहा कि यदि वह घर जाना चाहता है तो उसकी मेडिकल तो 10-12 ही है, उपाजित अवकाश भर कर जाना होगा। यह भी कहा कि वह वेतन में से अग्रिम राशि ले ले, वापस आएगा तो उसके यात्रा भत्ते का बिल पास हो जायेगा 30 दिन का उपाजित अवकाश भरने के लिए कहा। इसके अनतिरिक्त एक प्रार्थना पत्र उदयपुर स्थानांतरण के लिए भी भर देने के लिए यह कहकर कहा कि कई व्यक्तियों को उदयपुर वापस भेजा है वह उसकी सिफारिश कर देगा। उसे यह भी कहा कि जब वह अवकाश से लौटेगा तब उसका स्थानांतरण उदयपुर हो जाएगा। इस प्रकार उससे खाली कागजों पर हस्ताक्षर करवाए गए। स्वास्थ्य खराब होने से मेडिकल की छुट्टी लेकर उदयपुर आ गया। उपाजित अवकाश पूरे होने पर जब वह फरवरी में बीकानेर अपने कार्यालय पर गया तो उससे कहा गया कि उसका वेतन एवं स्थानांतरण भत्ते की रकम उदयपुर में मिलेगी। इस पर उसने सोचा कि उसका स्थानांतरण उदयपुर हो जाएगा। उसने उदयपुर कार्यालय पर ड्यूटी पर लेने की कहा तो उसे बताया कि उसका स्थानांतरण उदयपुर नहीं हुआ। इस पर वह 9 फरवरी को बीकानेर गया तो उसे काय पर नहीं लिया

गया व कहा कि उसे कार्य पर रखा जाएगा तो उनके क्षेत्र के व्यक्ति क्या करेंगे व कहा कि यदि वह यहाँ रहा तो उसे मार डालेंगे एवं उदयपुर जाने के लिए कहा। इस पर वह उदयपुर गया व उसने जानकारी की तो 20 फरवरी, 98 को कार्यालय में बताया गया कि सुनने में आया कि उसका इस्तीफा लिखवा लिया गया है। इस पर वह जयपुर गया व प्रार्थना पत्र दिया कि उसने त्याग-पत्र नहीं दिया वह नौकरी करना चाहता है। इस पर उसे आश्वासन दिया गया कि उसका आदेश आ जाएगा व उदयपुर जाने के लिए कहा। यह भी उल्लेख किया गया कि स्वैच्छिक सेवा निवृत्ति आवेदन पर षड्यंत्रपूर्वक गलत तरीके से उससे हस्ताक्षर करवा लिए गए थे। उसके स्वीकृत न होने से पूर्व ही उसने आवेदन वापस ले लिया। उसे कभी भी सेवानिवृत्ति की स्वीकृति का आदेश नहीं दिया गया व न स्वैच्छिक सेवानिवृत्ति संबंधी कोई रकम दी गई। विपक्षी के द्वारा उसे कार्य पर नहीं लिया गया जबकि वह निरन्तर उदयपुर कार्यालय में ड्यूटी देता रहा व न विपक्षी द्वारा उसके द्वारा सेवानिवृत्ति का आदेश वापस लेने का कोई जवाब उसे दिया। इस पर उसने दिनांक 20-4-98 को समझौता अधिकारी (केन्द्रीय) उदयपुर के समक्ष विवाद प्रस्तुत किया जहाँ समझौता बाता असफल होने पर विवाद न्याय निर्णय हेतु निर्देशित किया गया प्रार्थना की गई कि सेवानिवृत्ति का आदेश अनुचित एवं अवैध घोषित किया जाए व उसकी सेवा को निरन्तर मानते हुए समस्त बेतन लाभ दिलाया जाए।

विपक्षी की ओर से जवाब प्रस्तुत किया गया, जिसमें उसने स्वीकार किया कि प्रार्थी उदयपुर में कानपुर माईन्स पर नियोजित रहा था व दिनांक 26-7-97 को उसका स्थानान्तरण बीकानेर स्थित अल्लादीन का बेरा माईन्स पर किया गया था। वह भी स्वीकार किया गया कि प्रार्थी ने अल्लादीन का बेरा माईन्स पर उपस्थिति रिपोर्ट दी थी। प्रार्थी के आरोप को कि सेवानिवृत्ति आवेदन पर षड्यंत्र-पूर्वक गलत तरीके से हस्ताक्षर करवा लिए गए, अस्वीकार किया गया। इस आरोप को भी अस्वीकार किया गया कि त्याग-पत्र स्वीकार करने से पूर्व उसने आवेदन प्रस्तुत कर दिया था। यह भी उल्लेख किया गया कि प्रार्थी ने स्वैच्छिक सेवानिवृत्ति योजना के अन्तर्गत स्वेच्छा से त्यागपत्र प्रस्तुत किया था, जो आदेश दिनांक 26-12-97 के द्वारा दिनांक 31-1-98 से स्वीकार किया गया। त्याग-पत्र स्वीकार होने के पश्चात् प्रार्थी ने पी.एफ. ग्रेन्चुटी की राशि प्राप्त करने का प्रार्थना पत्र दिया। प्रार्थी को देय एक्सप्रेसिया राशि, ग्रेन्चुटी व पी.एफ. की राशि बैंक ड्राफ्टों द्वारा भुगतान के लिए प्रेषित की जिसे प्रार्थी ने प्राप्त करने से मना कर दिया। उदयपुर कार्यालय में प्रार्थी द्वारा ड्यूटी देने का न तो कोई प्रश्न था व न प्रार्थी ने कोई ड्यूटी दी।

प्रार्थी की ओर से श्रुत्युत्तर प्रस्तुत किया गया, जिसमें उसने स्टेटमेंट ऑफ क्लेम में बणित तथ्यों को दोहराया। स्टेटमेंट ऑफ क्लेम के समर्थन में प्रार्थी का शपथ-पत्र प्रस्तुत किया गया, जिस पर प्रमाणीकृत करने का अग्रसर अप्रार्थी के अधिवक्ता को दिया गया। प्रलेखीय साक्ष्य में

प्रार्थी की ओर से प्रतिलिपि स्थानान्तरण आदेश प्रदर्श डब्ल्यू-1, प्रतिलिपि प्रार्थी द्वारा समझौता अधिकारी के समक्ष प्रस्तुत आवेदन प्रदर्श डब्ल्यू-2, प्रतिलिपि जवाब अप्रार्थी प्रदर्श डब्ल्यू-3, प्रतिलिपि श्रुत्युत्तर प्रदर्श डब्ल्यू-4, प्रतिलिपि असफल बाता प्रतिवेदन प्रदर्श डब्ल्यू-5, प्रतिलिपि बेतन भुगतान रसीद माह जुलाई प्रदर्श डब्ल्यू-6 प्रेषित की गई। इसके अतिरिक्त प्रतिलिपि आदेश प्रदर्श डब्ल्यू-7, 8, 9, 11, 12, 14, 17, प्रतिलिपि प्रदर्श डब्ल्यू-10 नक्कल प्रस्तुत की।

अप्रार्थी की ओर से रकमचन्द परमार, माईन्स मैनेजर व मंगलाराम के शपथ-पत्र प्रस्तुत किए गए, जिस पर प्रति-परीक्षा करने का अवसर प्रार्थी के अधिवक्ता को दिया गया। प्रलेखीय साक्ष्य में अप्रार्थी की ओर से प्रतिलिपि आवेदन स्वैच्छिक सेवा निवृत्ति प्रदर्श एम-1, प्रतिलिपि कार्यालय आदेश दिनांक 26-12-97 एवं 12-6-90 क्रमशः प्रदर्श 2, 3, प्रतिलिपि पत्र दिनांक 29-9-98 प्रदर्श एम-4 एवं प्रतिलिपि पत्र दिनांक 21-12-98 प्रदर्श एम-5 व प्रतिलिपि आवेदन बाबत पी.एफ. प्रदर्श एम-6 प्रस्तुत किए।

बहम सुनी गई एवं पढ़ावली का अवलोकन किया गया।

अप्रार्थी के बिद्वान अधिवक्ता ने तर्क दिया है कि निर्देश आदेश के अन्तर्गत इस बाबत विचार नहीं किया जा सकता कि प्रार्थी ने स्वैच्छिक सेवानिवृत्ति का आवेदन प्रस्तुत नहीं किया। उन्होंने अपने तर्क के समर्थन में ए.आई.आर. 1979, एम.सी. पृष्ठ 1356 पोर्टरी सजदूर पंचायत बनाम परफेक्ट पोर्टरी कम्पनी लिमिटेड व अन्य, 1999 एल.एल.आर. 228 नंद केशवर प्रताप बनाम मैक्स इंडियन फार्मर्स फर्टिलाइजर कॉर्पोरेशन लिमिटेड व अन्य को उद्धृत किया है। दूसरी ओर प्रार्थी के बिद्वान अधिवक्ता का तर्क है कि निर्देश आदेश व प्रार्थी द्वारा समझौता अधिकारी के समक्ष विवाद उठाने के प्रार्थना-पत्र के अनुसार अधिनियम, 1947 की धारा 10 की उपधारा-4 के अन्तर्गत इस बाबत विचार किया जा सकता है कि प्रार्थी ने स्वैच्छिक सेवानिवृत्ति हेतु कोई आवेदन प्रस्तुत नहीं किया व षड्यंत्रपूर्वक उसके आवेदन पर हस्ताक्षर जाली कागजों पर करवा लिए गए। उन्होंने अपने तर्क के समर्थन में 1992 1 एल.एल.ज. 672 शेखराव मादुजी हेतवार बनाम पीठासीन अधिकारी, प्रथम श्रेणी न्यायालय व अन्य, 1979, 1 एल.एल.ज. 465 दी मैनेजमेंट ऑफ एडिशन एंड कम्पनी बनाम पीठासीन अधिकारी, थल न्यायालय, सद्राम व अन्य, 1965 II एल.एल.ज. 376 स्टेट ट्रांजिट्री कंट्रोलर बनाम औद्योगिक अधिकरण, उडुपी एवं प्रतिलिपि आदेश राजस्थान उच्च न्यायालय, जयपुर पीठ, जयपुर दिनांक 4-7-1991 सेंट्रल कोऑपरेटिव बैंक लिमिटेड बनाम व्याघ्राधीश, इण्डस्ट्रियल ट्रिब्यूनल, राजस्थान जयपुर व अन्य याचिका संख्या 1186/80 उद्धृत किए हैं। ए.आई.आर. 1979 सुप्रीम कोर्ट 1356 पर प्रकाशित मामले में उच्चतम न्यायालय ने यह भी अभिनिर्धारित किया है कि अधिकरण का क्षेत्राधिकार उन बिंदुओं तक जा कि विशेष रूप से न्याय-निर्णय हेतु प्रेषित किए गए हैं व उनके संबंधित आनुषंगिक मामलों तक सीमित है। उक्त मामले में पक्षकारों में बि

रकार के बन्द होने के बारे में नहीं था व इस प्रश्न तक सीमित था कि क्या व्यापार को बन्द करना सही एवं उचित था? यह निर्णीत किया गया कि अधिकरण इस बिन्दु पर विचार नहीं कर सकता था कि प्रबन्धक के द्वारा व्यापार बन्द किया गया या नहीं। 1999 एल एल कार 228 पर प्रकाशित मामले में याची के द्वारा ऐसा आरोप लगाया गया था कि उसका त्याग-पत्र बचाव के तहत प्राप्त किया गया। उसके द्वारा इस बारे में कोई साक्ष्य नहीं दी गई, नोटिस की अवधि का वेतन याची ने वापस नहीं किया। त्याग-पत्र की स्वीकृति को उच्चतम न्यायालय ने उचित माना। 1992 I एल एल जे 672 पर प्रकाशित मामले में बम्बई उच्च न्यायालय ने यह अभिनिर्धारित किया कि अधिकरण को पक्षकारों के बीच वास्तविक विवाद का पता लगाना चाहिए व उसका न्याय-निर्णयन करना चाहिए। सेवा समाप्ति के मामले में, क्या कर्मचारी ने स्वयं सेवा छोड़ दी? इस तथ्य पर विचार किया जा सकता है। 1999 I एल एल जे. 465 पर प्रकाशित मामले में निर्देश इस बाबत प्रेषित किया गया था कि क्या फाउण्ड्री के बन्द होने के कारण दूसरे अनुभाग में स्थानान्तरित किए जाने की मांग उचित है? कर्मकारों की सेवा समाप्ति के पश्चात् उन्हें पुनः स्थानान्तरित किए जाने का प्रश्न उत्पन्न नहीं होता, दलील उच्चतम न्यायालय ने स्वीकार नहीं की। अभिवचनो एवं मामले के तथ्यों की परिस्थिति को दृष्टिगत रखते हुए यह अभिनिर्धारित किया गया कि वास्तविक विवाद कर्मकार को दूसरे अनुभाग में नियोजन से बाहर रखना था, जिस कारण उनका स्थानान्तरण फाउण्ड्री अनुभाग में किया गया। केवल इस कारण से कि निर्देश में नियोजन से बाहर रखने का उल्लेख नहीं किया गया था यह नहीं कहा जा सकता कि श्रम न्यायालय इस बाबत विचार नहीं कर सकता था। 1965 II एल एल जे, उडीसा 376 पर प्रकाशित मामले में निर्देश इस बाबत निर्दिष्ट किया गया था कि क्या संबंधित कर्मकार की छटनी विधिक एवं उचित है? औद्योगिक अधिकरण ने निष्कर्ष निकाला कि कोई छटनी नहीं की गई थी, बल्कि मामला दुराचरण के आधार पर कर्मकार को डिस्चार्ज करना था, जो कि गलत एवं अनुचित था। यह भी अभिनिर्धारित किया गया कि अधिकरण का निष्कर्ष निर्देश की सीमा के तहत था।

अधिनियम, 1947 की धारा 10 की उपधारा 4 के प्रावधानों के अनुसार अधिकरण का न्यायनिर्णयन का क्षेत्राधिकार निर्देश आदेश में विनिर्दिष्ट विवाद के प्रश्न व उनसे संबंधित आनुषंगिक विषयों तक सीमित है। ए आई.आर 1979 सुप्रीम कोर्ट 1356 जो कि विपक्षी के विद्वान अधिवक्ता के द्वारा उद्धृत किया गया है, के निर्णय के खण्ड सरया-12 में यह उल्लेख किया गया है कि—

"It is not necessary to rely exclusively on the terms of references for coming to this conclusion. The history of the dispute and the various documents on record of the references themselves indicate that the dis-

pute between the parties related not to the question as to whether the business, in fact, was closed by the management but whether there was any justification or propriety on the part of the management in deciding to close down the business."

माननीय उच्चतम न्यायालय के उक्त न्यायदृष्टान्त को दृष्टिगत रखते हुये प्रार्थी के द्वारा समझौता अधिकारी के समक्ष विवाद उठाये जाने के बारे में जो आवेदन प्रस्तुत किया गया है व विपक्षी के द्वारा जो जवाब प्रस्तुत किया गया पर यह सुनिश्चित करने हेतु कि पक्षकारों के बीच क्या वास्तविक विवाद था, जिसके संबंध में निर्देश केन्द्रीय सरकार के द्वारा प्रेषित किया गया, पर विचार किया जा सकता है। इस निष्कर्ष का समर्थन 1992 I एल एल. जे 672, 1979, I एल एल जे 465 व 1965 II एल एल जे 376 पर प्रकाशित न्याय दृष्टान्तों से भी होता है। प्रार्थी के द्वारा समझौता अधिकारी के समक्ष विवाद के बारे में शिकायत प्रदर्श उड्य-3 में उल्लेख किया गया है कि उससे कुछ खाली कागजों पर यह कह कर हस्ताक्षर करवाये गये कि उन्हें जयपुर भेजना है। यह भी उल्लेख किया गया है कि पढा-लिखा न होने के कारण से परियोजना प्रबन्धक, बीकानेर द्वारा स्थानान्तरण करने की बात करके उसके हस्ताक्षर कराकर शिकायत लिख दी व बाद में उसे बताया गया कि उसका त्याग-पत्र स्वीकार हो चुका है। जवाब में विपक्षी के द्वारा उल्लेख किया गया है कि प्रार्थी ने स्वेच्छा से स्वीच्छक सेवानिवृत्ति का आवेदन प्रस्तुत किया। पक्षकारों के उक्त अभिलेखों में किये गये कथनों के सदर्भ में इस बिन्दु पर विचार किया जा सकता है कि क्या प्रार्थी ने स्वेच्छक सेवानिवृत्ति का आवेदन विपक्षी को प्रस्तुत किया?

प्रार्थी के विद्वान अधिवक्ता ने तर्क दिया है कि स्वेच्छक सेवानिवृत्ति का आवेदन प्रार्थी ने प्रस्तुत नहीं किया व यह कहकर प्रार्थी के हस्ताक्षर खाली कागजों पर करा लिये गये कि उनका उर्माजिन अवकाश स्वीकृत किया जाना है। उनका यह भी तर्क है कि स्वेच्छक सेवानिवृत्ति के आवेदन में सेवानिवृत्ति की तारीख में काट-छाट की गई है व बदली गई है, जिस पर प्रार्थी के हस्ताक्षर नहीं हैं। स्वेच्छक सेवानिवृत्ति का आवेदन मूल रूप में प्रस्तुत नहीं किया गया है। स्वेच्छक सेवानिवृत्ति का आदेश प्रदर्श एम-1 के साक्षी शुभराम व तारागम की विपक्षी की ओर से प्रस्तुत नहीं किया गया है। उनका यह भी तर्क है कि यदि प्रार्थी ने स्वेच्छक सेवानिवृत्ति का आवेदन प्रस्तुत किया गया होता तो वह सेवानिवृत्ति के फलस्वरूप प्राप्त लाभ प्राप्त करने में क्यों इकार करना? दूसरी ओर विपक्षी के विद्वान अधिवक्ता का तर्क है कि प्रार्थी के द्वारा खाली कागजों पर हस्ताक्षर किया जाने वाला आरोप स्वीकार नहीं किया जा सकता। प्रार्थी ने स्वेच्छक सेवानिवृत्ति के पश्चात् पी एफ की रकम प्राप्त करने हेतु आवेदन प्रदर्श एम-6 भी प्रस्तुत किया, जिसमें इस तथ्य की पुष्टि होती है कि प्रार्थी ने स्वेच्छक सेवानिवृत्ति का आवेदन स्वेच्छा से प्रस्तुत किया। उनका तर्क है

कि स्वैच्छिक सेवानिवृत्ति के आवेदन में तारीख के बारे में काट-छांट के बारे में प्रार्थी ही जानता था कि उसने ऐसा क्यों किया। प्रार्थी की ओर से स्वैच्छिक सेवानिवृत्ति का आवेदन प्रदर्श एम-1 अमल प्रस्तुत किये जाने के बारे में कोई एतराज नहीं उठाया गया व प्रार्थी ने आवेदन प्रदर्श एम-1 पर "ए मे बी" हस्ताक्षर होने से स्वीकार किया है, अतः अमल आवेदन प्रस्तुत न किया जाना कोई महत्व नहीं रखता। शुभशाम व ताराशाम आवेदन के साक्षीगण विपक्षी की सेवा में नहीं है, अतः वह साक्ष्य में प्रस्तुत नहीं किये जा सके। स्वैच्छिक सेवानिवृत्ति के पश्चात् प्रार्थी के द्वारा सेवानिवृत्ति से संबंधित लाभ प्राप्त करने से इंकार करने से यह निष्कर्ष नहीं निकाला जा सकता कि प्रार्थी ने स्वैच्छिक सेवानिवृत्ति का आवेदन प्रस्तुत नहीं किया।

स्टेटमेंट ऑफ क्लेम के खण्ड संख्या-2 में यह उल्लेख किया गया है कि उदयपुर से बीकानेर अल्लादीन का बेरा माईन्स पर स्थानान्तरण के पश्चात् जब उसने कार्यग्रहण किया तो तत्कालीन प्रोजेक्ट मैनेजर, राठौड़ ने भीन जालि का होने के कारण परेशान किया और कहा कि वह काम करेगा तो बीकानेर के लोगों का क्या होगा? मारा काम ठेके पर दे दिया गया है वह बाहर का आदमी यहां क्या करेगा। खण्ड संख्या-3 में उल्लेख किया गया है कि दिनांक 24-12-97 को जब वह विपक्षी के बीकानेर कार्यालय गया व उसने यात्रा भत्ता बिल के भुगतान की मांग की व छुट्टी मांगी तो कहा कि उसे उपाजित अवकाश भरकर देना होगा व जब तक वह वापस आएगा तब तक यात्रा भत्ता बिल पास हो जाएगा व कहा कि उसकी एक जनवरी में 30 दिन की उपाजित अवकाश भर दी है व एक प्रार्थना-पत्र उदयपुर भरने के लिए कहा व यह कर उसमें खाली कागजों पर हस्ताक्षर करवाए गए। खण्ड संख्या-4 में उल्लेख किया गया है कि उपाजित अवकाश पूरी होने पर जब वह फरवरी में बीकानेर अपने कार्यालय पर गया तो उसे कहा गया कि स्थानान्तरण भत्ते की रकम उदयपुर मिलेगी। यह सोचकर कि उसका स्थानान्तरण उदयपुर हो गया है उदयपुर आया व जब कार्य पर लेने को कहा तो कहा गया कि उसका स्थानान्तरण नहीं हुआ है। इस पर वह 9 फरवरी को बीकानेर गया जहां उसे कार्य पर नहीं लिया गया। खण्ड संख्या-4 में उल्लेख किया गया है कि 20 फरवरी, 98 को उदयपुर कार्यालय वालों ने बताया कि सुनने में आया है कि उसका त्याग-पत्र लिखवा लिया गया है। खण्ड संख्या-6 में उल्लेख किया गया है कि इस प्रकार पड़्यंत्रपूर्वक स्वैच्छिक सेवानिवृत्ति का आवेदन गलत तरीके से खाली कागजों पर हस्ताक्षर करवाकर ले लिया गया। कार्यालय आदेश दिनांक 26-12-97 प्रदर्श एम-2 जिसके द्वारा प्रार्थी का अन्य चार कर्मचारियों सहित स्वैच्छिक सेवानिवृत्ति का आवेदन स्वीकार किया गया है, में उल्लेख किया गया है कि उनके द्वारा रिक्त पद अधिशेष घोषित किए जाने हैं व वे भरे नहीं जाएंगे। अतः प्रार्थी के द्वारा लगाए गए यह आरोप कि तत्कालीन मैनेजर राठौड़ ने भीन जालि का होने से वह कहकर परेशान

किया कि यदि वह कार्य करेगा तो बीकानेर के लोगों को काम कहां से मिलेगा, स्वीकार किए जाने योग्य नहीं है। प्रार्थी की स्वैच्छिक सेवानिवृत्ति स्वीकार किए जाने के पश्चात् उसके रिक्त पद को भरा ही नहीं जाना था, अतः बीकानेर निवासियों को कार्य पर रखने का प्रश्न उत्पन्न नहीं होता। प्रार्थी का यह कथन कि उपाजित अवकाश व स्थानान्तरण के लिए आवेदन का कहकर उससे खाली कागजों पर हस्ताक्षर करा लिए गए भी स्वीकार किए जाने योग्य नहीं है। प्रार्थी प्रतिपरीक्षा में यह भी नहीं बता सका है कि उपाजित अवकाश के लिए उसने प्रार्थना पत्र कब से कब तक दिया। प्रार्थी ने स्टेटमेंट ऑफ क्लेम के खण्ड संख्या-4 में उल्लेख किया है कि उपाजित अवकाश पूरी होने पर वह बीकानेर ड्यूटी पर गया। शपथ-पत्र के खण्ड संख्या-5 में उसके द्वारा उल्लेख किया गया है कि 3 फरवरी, 98 को उपाजित अवकाश पूरे होने पर वह बीकानेर कार्य ग्रहण करने पहुंचा। जबकि समझौता अधिकारी के समक्ष प्रस्तुत प्रार्थना-पत्र प्रदर्श डब्ल्यू-2 में उसके द्वारा उल्लेख किया गया है कि वह 2 फरवरी को परियोजना प्रबन्धक के पास उदयपुर ड्यूटी पर पहुंचा। ऐसा ही कथन उसने प्रत्युत्तर प्रदर्श डब्ल्यू-4 में किया है। इस प्रकार इस बारे में स्टेटमेंट ऑफ क्लेम, प्रार्थी के शपथ-पत्र व उसके द्वारा उक्त प्रार्थना-पत्रों में इस बाबत विरोधाभास है कि वह कार्य हेतु बीकानेर उपस्थित हुआ अथवा उदयपुर। दूसरी ओर विपक्षी के साक्षी-रकम चंद परमार, तत्कालीन माईन्स मैनेजर, अल्लादीन का बेरा, बीकानेर का कथन है कि स्वैच्छिक सेवानिवृत्ति के बाद प्रार्थी बीकानेर खला गया था वह उनसे कभी नहीं मिला। उसका यह भी कथन है कि प्रार्थी उदयपुर में स्थानान्तरित होकर उसके अधीन कार्य करता था। उसे ऐसा कोई सुझाव भी नहीं दिया गया कि प्रार्थी 3 फरवरी, 98 अथवा उसके पश्चात् कभी कार्य हेतु उपस्थित हुआ। प्रार्थी की विरोधाभासी साक्ष्य को दृष्टिगत रखते हुए रकमचंद का कथन विश्वसनीय प्रतीत होता है कि प्रार्थी फरवरी, 1998 में कार्य हेतु अल्लादीन का बेरा माईन्स पर उपस्थित नहीं हुआ। उसके द्वारा यह भी नहीं बता सकता कि उसने कब से कब तक के लिए उपाजित अवकाश के लिए आवेदन प्रस्तुत किया, यह प्रकट करता है कि उपाजित अवकाश पर जाने वाला कथन उसका बाद का सोचा-समझा विचार है। मंगलाराम विपक्षी संस्थान के सहायक प्रबन्धक का कथन है कि स्वैच्छिक सेवानिवृत्ति योजना प्रदर्श एम-3 पूर्णतया स्वैच्छिक है। उक्त योजना का लाभ उठाने के लिए किसी भी प्रकार का दबाव नहीं है। प्रार्थी का स्वैच्छिक सेवानिवृत्ति का आवेदन प्रदर्श एम-1 उन महाप्रबन्धक जितम प्रोजेक्ट, बीकानेर में प्राप्त हुआ था, जिसे आदेश दिनांक 26-12-97 प्रदर्श एम-2 के द्वारा स्वीकार किया गया था। इस आदेश में सम्मिलित किसी भी कर्मचारी ने स्वैच्छिक सेवानिवृत्ति के संबंध में कोई विवाद नहीं किया। प्रार्थी पर त्याग-पत्र देने के लिए कोई दबाव नहीं था। प्रार्थी ने त्याग पत्र देने के पश्चात् पी.एफ. की राशि प्राप्त करने हेतु आवेदन प्रदर्श एम-6 प्रस्तुत किया था। पत्र प्रदर्श एम-5 द्वारा

उन-महाप्रबन्धक, जिप्सम प्रोजेक्ट मैनेजर ने सूचित किया था कि प्रार्थी को स्वेच्छिक सेवानिवृत्ति के फलस्वरूप देय राशि का भुगतान किया गया है। वरिष्ठ प्रबन्धक (खनन) यूनिट उदयपुर ने पत्र प्रदर्श एम-4 के द्वारा प्रार्थी को देय राशि प्राप्त करने के लिए सूचित किया था। रकम चंद परमार नत्काशीन माईन्स मैनेजर, अल्ताशीन का वेग का कथन है कि दिनांक 24-12-97 को प्रार्थी ने स्वेच्छिक सेवानिवृत्ति का आवेदन प्रदर्श एम-1 प्रस्तुत किया था, जिस पर "ए से बी" प्रार्थी के हस्ताक्षर है, जो उसने उसके समक्ष किए। आवेदन प्राप्त होने पर उसने उप-महाप्रबन्धक, जिप्सम प्रोजेक्ट बीकानेर को उसी दिन अग्रपिप्त कर दिया। प्रार्थी ने कभी उसे यह नहीं कहा कि उस पर त्याग-पत्र के देने के बाबत कोई दबाव है।

शुभराम व ताराराम जिन्होंने प्रार्थी के आवेदन पर गवाही की, वे भी स्वेच्छिक सेवानिवृत्ति योजना के तहत त्याग-पत्र देकर सेवानिवृत्त हुए हैं। प्रतिपरीक्षा में उसने कहा है कि प्रार्थी ने पहले हस्ताक्षर किए बाद में साक्षियों ने। आवेदन प्रदर्श एम-1 पूर्व से लिखा हुआ था। शुभराम व ताराराम साक्षीगण को प्रार्थी साथ लेकर आया था, जिन्होंने प्रार्थी के बाद आवेदन पत्र प्रदर्श एम-1 पर हस्ताक्षर किए थे। स्वेच्छिक सेवानिवृत्ति योजना के तहत प्रार्थी पर दबाव डालने का कोई कारण प्रतीत नहीं होता है। प्रार्थी के द्वारा जो कारण बताया गया है कि प्रोजेक्ट मैनेजर ने कहा कि यदि वह कार्य करेगा तो बीकानेर वालों का क्या होगा व ऐसा कहकर दबाव डाला, पर विश्वास नहीं किया गया। रकमचंद परमार के इस कथन पर कि दिनांक 24-12-97 को प्रार्थी ने आवेदन प्रदर्श एम-1 स्वेच्छिक सेवानिवृत्ति बाबत प्रस्तुत किया, पर अविश्वास किए जाने का कोई कारण प्रतीत नहीं होता। यदि प्रार्थी पर दबाव देकर आवेदन प्रदर्श एम-1 लिखा गया होता तो रमचंद परमार से शिकायत कर सकता था, परन्तु उसके द्वारा ऐसा नहीं किया गया, जिससे ऐसा प्रकट होता है कि उस पर इस बाबत कोई दबाव नहीं था। शुभराम व ताराराम तो इस तथ्य के बाबत साक्षीगण थे कि प्रार्थी ने आवेदन पत्र प्रस्तुत किया। दोनों ही साक्षीगण सेवानिवृत्त हो चुके हैं, अतः विपक्षी को उन्हें प्रस्तुत करना प्रावश्यक नहीं था। प्रार्थी के द्वारा भी उन्हें प्रथम तो साक्ष्य में प्रस्तुत करना आवश्यक नहीं समझा गया व साक्ष्य बन्द कर दी गई, परन्तु पुनः आवेदन उन्हें तब तक किए जाने बाबत प्रस्तुत किया गया, जो स्वीकार नहीं किया गया। जबकि इस बारे में विषयसमीप साक्ष्य अभिलेख पर है कि प्रार्थी ने आवेदन प्रदर्श एम-1 प्रस्तुत किया, प्रार्थी के अधिवक्ता की प्रार्थना कि अधिकरण की ओर से उन्हें साक्ष्य में तलब किया जाए, उन्हें तलब किया जाना आवश्यक प्रतीत नहीं होता। प्रार्थी के द्वारा आवेदन प्रदर्श एम-1 प्रस्तुत किए जाने की पुष्टि इस सत्य से भी होती है कि प्रार्थी ने पी.एफ. प्राप्त किए जाने हेतु आवेदन प्रदर्श एम-6 प्रस्तुत किया, जिस बारे में मंगला राम में कोई प्रतिस्पर्धा नहीं की गई है, जिसे यह प्रमाणित है कि प्रार्थी ने आवेदन प्रदर्श एम-6 पी.एफ.

प्राप्त करने हेतु प्रस्तुत किया। आवेदन प्रदर्श एम-1 का मूल प्रस्तुत किए जाने के बारे में प्रार्थी के अधिवक्ता के द्वारा साक्ष्य के दौरान कोई आपत्ति नहीं की गई। वैसे भी भारतीय साक्ष्य अधिनियम के प्रावधान प्रस्तुत मामले में पूर्ण-तया लागू नहीं होते। स्वेच्छिक सेवानिवृत्ति के प्रभावी होने की तारीख में काट-छाट के बारे में प्रार्थी को ही जानकारी हो सकती थी व काट-छाट पर हस्ताक्षर न होने से यह निष्कर्ष नहीं निकाला जा सकता कि आवेदन कूट-रचित है। प्रार्थी के द्वारा स्वेच्छिक सेवानिवृत्ति के अन्तर्गत लाभ प्राप्त करने से इंकार करना यह प्रकट करता है कि आवेदन प्रस्तुत करने के बाबत उसने स्वेच्छिक सेवानिवृत्ति का विचार बदल दिया व इससे यह निष्कर्ष नहीं निकाला जा सकता कि प्रार्थी ने स्वेच्छिक सेवानिवृत्ति का आवेदन प्रस्तुत ही नहीं किया।

इस प्रकार यह प्रमाणित है कि प्रार्थी ने स्वेच्छिक सेवानिवृत्ति का आवेदन प्रदर्श एम-1 दिनांक 24/12/97 को प्रस्तुत किया आवेदन दिनांक 26/12/97 प्रदर्श एम-2 से यह भी प्रमाणित है कि उक्त आवेदन दिनांक 31/1/98 में स्वीकार कर लिया गया। प्रार्थी के विद्वान् अधिवक्ता का तर्क है कि आवेदन दिनांक 26/12/97 प्रदर्श एम-2 को प्रेषित नहीं किया गया व यह शायद होने पर कि प्रार्थी का स्वेच्छिक सेवानिवृत्ति का आवेदन लिखवा लिया गया है उसने प्रार्थना-पत्र दिया कि उसने ऐसा आवेदन नहीं किया है व वह तोकरी करता चाहता है। उनका तर्क है कि ऐसी दशा में प्रार्थी का आवेदन स्वीकार किए जाने योग्य नहीं था। स्वेच्छिक सेवानिवृत्ति की स्वीकृति के आवेदन प्रदर्श एम-2 के पृष्ठार्ध में प्रार्थी को प्रतिप्रेषित किए जाने का उल्लेख है। इसने अतिरिक्त प्रार्थी के द्वारा पी. एफ. के लिए आवेदन प्रदर्श एम-6 प्रस्तुत करना यह प्रकट करता है कि प्रार्थी को स्वेच्छिक सेवानिवृत्ति की जानकारी हो चुकी थी। इसके अतिरिक्त ऐसी कोई साक्ष्य नहीं है कि प्रार्थी ने दिनांक 31/1/98 जबकि प्रार्थी की सेवानिवृत्ति प्रभावी हुई से पूर्व कोई आवेदन स्वेच्छिक सेवानिवृत्ति का आवेदन वापस लिए जाने हेतु कोई आवेदन प्रस्तुत किया। इस प्रकार प्रार्थी के विद्वान् अधिवक्ता के उक्त तर्क में कोई मार प्रकट नहीं होता।

इस विवेचन में विपक्षी पक्षान्त के प्रबंधक के द्वारा प्रार्थी का आवेदन स्वेच्छिक सेवानिवृत्ति योजना के तहत स्वीकार किया जाना उचित प्रतीत होता है।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाये।

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पीठाधीन अधिकारी

नई दिल्ली, 4 जून, 001

का. ग्रा. 1447.—श्रीसोमिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैलाहिना आधारित और प्रोजेक्ट के प्रबन्धन के संतुष्ट नियोजकों और उनके कर्मचारों के बीच, अनुबंध में

निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के फैसले को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-001 को प्राप्त हुआ था।

[सं. एन-26012/2/87-डी-III बी]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th June, 2001

S.O. 1447.--In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bailadila Iron Ore Project and their workman, which was received by the Central Government on 1-6-2001.

[No. L-26012/2/87-D.III.B]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR

No. CGIT/LC/R/16/88

PRESIDING OFFICER: Shri K. N. Rai.

Shri M. P. Pandey,
Through Secretary,
Bastar Khadan Mazdoor Sangh (HMS),
2/B, New Colony,
Kirandul,
Distt. Bastar.

... Applicant

Versus

The General Manager,
Bailadila Iron Ore Project,
Dep. No. 14,
PO Kirandul,
Distt. Bastar.

... Non-applicant.

AWARD

Passed on this 17th day of May, 2001

1. The Government of India, Ministry of Labour vide order No. L-26012/2/87-D.III(B) dated 20-1-88 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of Bailadila Iron Ore Project, Dep. No. 14 Kirandul in denying conveyance allowance to Shri M. P. Pandey, UDC is justified? If not, what relief is the said workman entitled to?”

2. The case for the workman is that he is office bearer of the Bastar Khadan Mazdoor Sangh (HMS) and employed as UDC by the management. The workman employed by the management of Bailadila Iron Ore Project of NMDC, are being paid local travelling allowances. The workman Shri M. P. Pandey is not being paid the conveyance allowance by the management. In spite of the repeated request, the management has failed to pay the conveyance allowance to the workman. The workman regularly utilises his

motor cycle in respect to office work of the management and even then the conveyance allowance is not being paid to him. He is therefore entitled to receive conveyance allowance at the rate of Rs. 100 per month from the management. The junior employees working as UDC are being paid the conveyance allowance by the management regularly. The workman has been excluded from this facility by the management for the reasons best known to them. The management is therefore liable to pay conveyance allowance to the workman at the rate of Rs. 100 per month, from the non-applicant.

3. The case for the management is that Bipartite Settlement between the Union and the management dated 17-9-83 has laid down the principle for making payment of conveyance allowance to the workman as under:—

“Reimbursement of Local Travelling Expenses shall be made to the workman who are required to pass and maintain moped/scooter/motor cycle for discharge of their duties at the following rates subject to their fulfilling other rules/regulations prescribed in this regard.

For Moped Rs. 55.

For Scooter/motorcycle Rs. 100 p.m.

Extract of circular No. 1(51)/Rules/79 dated June 4, 1988.

“Reimbursement of Local travelling expenses should be done only in cases where the workman is required to move from one workspot to other in the discharge of his duties.”

4. As per the settlement and circular, the conveyance allowance shall be paid to the workman to maintain a vehicle if he uses the same for discharging his official duties requiring movement from one workspot to another. The workman Shri M. P. Pandey is working as UDC in the office of the management and is not required to move from one workspot to another in the discharge of his duties. His duties are confined to office only from 9 A. M. to 5 P.M. with a lunch break. His work is confined to office room only and is not required to move from one spot to another spot in the discharge of his official duty to such a circumstances, he is not entitled to receive any local travelling allowance as claimed by him. The claim of the workman therefore deserves to be rejected.

5. The following issues arise for decision in this case and my findings thereon are noted herein after:—

1. Whether the workman Shri M. P. Pandey is entitled to receive Local Travelling Allowance as claimed by him?

2. Relief and costs?

6. Issue No. 1.—For deciding this issue the relevant provision of bipartite settlement dated 17-9-86 and management's circular dated 4th June, 1984 are reproduced as under:—

“Reimbursement of Local Travelling Expenses shall be made to the workman who are required to possess and maintain moped/

scooter/motorcycle for discharge of their duties at the following rates, subject to their fulfilling other rules/regulations prescribed in this regard.

For Moped Rs. 55 p.m.

For Scooter/Motorcycle Rs. 100 p.m.

Extract of circular No. 1(5)/Rules/79 dated June 4, 1988.

“Reimbursement of Local Travelling Expenses should be done only in cases where the workman is required to move from one workspot to other in the discharge of his duties.”

7. In the light of above said provisions, now we will have to see as to whether the workman has been able to prove his entitlement regarding the payment of Local Travelling Allowances.

8. Admittedly the workman is performing the duty of UDC in the office of NMDC at Kirandul Iron Ore Project. He has not produced any order passed by the competent authority to show that he was authorised to move from one workspot to another in the discharge of his duties. Without such specific order passed by the competent authority no employee of the project shall be entitled to get local travelling allowance as per bipartite settlement dated 17-9-83. In the light of this settlement the management also issued a circular dated 4-6-84 in respect to the entitlement of Local Travelling Allowances to be paid to the workman. The workman Shri M. P. Pandey was not authorised by the competent authority to move from one workspot to another to discharge his duty. In the absence of such specific order, the workman cannot claim any local travelling allowance from the management. He has not been authorised as per bipartite settlement and circular dated 4-6-84 to move from one workspot to another for discharging his duties.

9. The workman has also not been able to examine any other witness to show that the other employees, who are not moving from one workspot to another in the discharge of their duties are being paid the Local Travelling Allowance by the management in utter disregard of the Bipartite settlement of 17-9-83 and circular dated 4-6-84. In the absence of the positive evidence, it will not be possible to hold that the management is showing discrimination in making the payment of Local Travelling Allowance to its employees. The allegations of the workman remain unestablished for want of evidence in this respect.

10. In view of the foregoing reasons the workman is not entitled to get any Local Travelling Allowance for his conveyance as claimed by him. Issue No. 1 is answered in negative.

11. Issue No. 2.—In view of the finding given on Issue No. 1, the workman is not entitled to get any conveyance allowance for local travelling as claimed by him. His claim is therefore disallowed. The reference is accordingly answered against the workman and in favour of the management.

12. Copy of the award he sent to the Ministry of Labour, Government of India as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 1 जून, 2001

का. आ. 1448—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टील अथॉरिटी ऑफ इंडिया लि. के, प्रबन्धन के संबंध में विवाद और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार अधिनियम, 1947 के धारा 17 के अनुसरण में प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2001 को प्राप्त हुआ था।

[स. एन-26012/5/93-आई. आर. (एम)]

बी. एम. डेविड, प्रवर सचिव

New Delhi, the 1st June, 2001

S.O. 1448.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management SAIL and their workman, which was received by the Central Government on 31-5-2001.

[No. L-26012/5/93-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 16 of 1994

PARTIES :

Employers in relation to the management
of Meghataburu Iron Ore Mine of
M/s. SAIL and their workman.

APPEARANCES :

On behalf of the workman—None.

On behalf of the employers—Shri B.
Joshi, Advocate.

STATE : Jharkhand, INDUSTRY : Iron Ore.,
Dated, Dhanbad, the 14th May, 2001

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-26012/5/93-IR (Misc.) dated, the 3rd February, 1994.

SCHEDULE

“Whether the order dt. 22-8-88 issued by the Gen. Manager (M&O) Iron Mine to discharge from the service of the Company Sh. Pulak Majumdar Asstt. Gr. III is justified or not ? If not, to what relief the workman Shri Majumdar is entitled to and since when ?”

2. In this reference both the parties appeared and filed their respective W.S. documents etc. Subsequently when the case was fixed for hearing learned Advocate for the management submitted that the concerned workman has expired but no death report is coming before the Court, as such it is difficult to come to a conclusion about the death of the concerned workman. However, it reveals from the record of this reference that the concerned workman after filing the W.S. documents etc. abstained from taking any steps further. The reference is pending since 1994 and it is of no use to drag the same any more, under such circumstances, a ‘No dispute’ Award is rendered and the reference is disposed of on the basis of ‘No dispute’ Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 22 मई, 2001

का.आ. 1449.—केन्द्र सरकार मानती है कि एफ.डी.सी. लिमिटेड के प्रबंधन और देश भर के मेडिकल रिप्रेजेंटेटिवों के बीच अनुसूची में निम्नानुसार अंकित मामलों में औद्योगिक विवाद है ;

और केन्द्र सरकार की राय में यह विवाद ऐसा है जिसमें एक से अधिक राज्यों के मेडिकल रिप्रेजेंटेटिवों की रुचि है या जो, इसमें प्रभावित हैं ;

और केन्द्र सरकार का विचार है कि इस औद्योगिक विवाद का न्यायनिर्णयन राष्ट्रीय न्यायाधिकरण द्वारा किया जाना चाहिए । अतः, अब केन्द्र सरकार—

- (1) औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एनद्वारा एक राष्ट्रीय न्यायाधिकरण गठित करती है जिसका मुख्यालय कोलकाता होगा और न्यायमूर्ति श्री बी.पी. शर्मा को उसका पीठासीन अधिकारी नियुक्त करती है ; तथा
- (2) उक्त अधिनियम की धारा 10 की धारा (1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त औद्योगिक विवाद को न्यायनिर्णयन हेतु राष्ट्रीय न्यायाधिकरण को सौंपित करती है ।

अनुसूची

“क्या अनुबंध में उल्लिखित 58 मेडिकल रिप्रेजेंटेटिवों की सेवा एफ.डी.सी. लि. के प्रबंधन द्वारा समाप्त किया जाना वैध या न्यायोचित है ? यदि नहीं, तो मेडिकल रिप्रेजेंटेटिव किन-किन राहतों के पात्र हैं ?

[सं. एल-51014/3/2000-आई.आर. (पी.जी.)]

मृत्युंजय सिंह, उप-निदेशक

मवेशी	जिनकी सेवा समाप्त की गई, उनकी सूची	अनुबंध
1. श्री. बलामुकुमार	कानपुर	15-10-97
2. एस. रमेश	बांगल	03-10-97
3. के. पटवारी	कुरनूल	30-10-97
4. बी. चंद्रशेखर	मदुरई	13-10-97
5. भास्कर तिरूमल	मुंबई	19-02-98
6. बी. साहा	डिब्रूगढ़	20-09-97
7. संतोष तिवारी	जयपुर	01-01-98
8. डी.एस. अहलूवालिया	कानपुर	01-07-97

9. एम. एस. कात्यायन	बरेली	15-10-97
10 पी. नवकिशोर	बिबलोन	27-10-97
11 के. के. डे	मिदनापुर	15-10-97
12 एस. के. चक्रवर्ती	अगरतला	0501-98
13 राकेश नल्लुई	एलुरु	29-09-98
14 रजत मडल	मुख्यालय-पटना	10-10-98
15 एस. के. घोष	मुशिदाबाद	02-09-98
16 जी. नागराजन	तिरुनेवेली	10-10-98
17 वी. सेल्वामणि	मलम	08-09-98
18 के. मकरनाम मिथ्यम	एंगोड	12-10-98
19. डी. आर. सामंत राय	भुवनेश्वर	24-10-98
20 शुभाशीष सेनगुप्ता	कलकत्ता	24-10-98
21 सम्राट गुहा	कलकत्ता	24-10-98
22 एस. बेरा	कलकत्ता	24-10-98
23 सजय मैत्रा	कलकत्ता	24-10-98
24 देवाशीष कुंडू	कलकत्ता	24-10-98
25 मी. केसव कुमार	त्रिचूर	24-10-98
26 डी. के. बेहरा	कटक	07-08-98
27 वी. के. मिश्रा	फैजाबाद	24-10-98
28 आर. के. भट्टेजा	सीकर	07-12-98
29 ए. के. गुप्ता	रायवा	08-05-98
30 जावेद मुल्ला	मुम्बई	07-12-98
31 मनीष सरस्वती	अय्यपुर	अक्टूबर, '98
32 के. साईबाबा	बस्ती	16-02-99
33 एस. एम. पुराणिक	धुले	27-09-99
34 जे. डी. कुलकर्णी	नासिक	27-09-99
35 ए. एम. गुप्ता	नासिक	27-09-99
36. सी. जी. के. गोखले	विजयवाडा	16-02-99
37 पी. सुरेश बाबू	गुदर	26-02-99
38 मधुप कोकाम	कोटा	05-12-98
39. संजीव गोरत	जयपुर	07-12-98
40 सजय बनर्जी	बालासोर	18-11-98
41 एम. पी. माथुर	उदयपुर	07-12-98
42 राजीव चूष	श्रीनगर	07-12-98
43 के. के. जोशी	जोधपुर	08-12-98
44 के. लक्ष्मी	दुबली	15-04-99
45 ओ. पी. यादव	जयपुर	08-12-98
46 अजय कुमार सिंह	जौनपुर	16-03-99
47 राजेश एन. मेहता	अहमदाबाद	10-05-99
48 वी. राजकुमार	भगलार	17-02-99
49 ए. के. लाहा	संबलपुर	16-03-99
50 पी. के. दास	समस्तीपुर	23-10-98
51. राकेश शूक्ला	सीतामढ़ी	14-10-98
52 आर. के. खत्री	कोटा	10-05-99
53 सुदीप दास गप्ता	कलकत्ता	24-10-98
54 सिवेंद्र घोष	जमशेदपुर	07-12-98
55 राकेश सिंह	आरा	15-04-99
56 शशांक शिओदे	पुणे	05-10-99
57 अक्षिजीत धोडफाले	पुणे	05-10-99
58 अमिताभ मुखर्जी	रुजारीबाग	16-03-99

New Delhi, the 22nd May, 2001

S. O. 1449.--Whereas the Central Government is of the opinion that an industrial dispute exists between the management of FDC Limited and the Medical Representatives all over India, in respect of matters mentioned in the schedule as under;

And whereas in the opinion of the Central Government the dispute is of the nature that Medical Representatives working in more than one state are interested in, or affected by, such a dispute ;

And whereas the Central Government is of the opinion that a National Tribunal should adjudicate the said industrial dispute

Now, therefore, the Central Government

- I. in exercise of powers conferred by section 7B of the Industrial Dispute Act, 1947 (14 of 1947), hereby constitutes a National Tribunal with Headquarters at Calcutta and appoints Justice Sri B. P. Sharma as its Presiding Officer ; and
- II. in exercise of the powers conferred by section (1A) of section 10 of the said Act hereby refers the said industrial dispute to the National Tribunal for adjudication.

SCHEDULE

"Whether the action of the management in relation to FDC Ltd. in terminating the services of 58 medical representatives as given in Annexure are legal and justified ? If not, to what relief are the medical representatives entitled to ?"

[No. L-51014/3/2000-IR (PG)]

MRITYINJAYA SINGH, Dy. Director

ANNEXURE

LIST OF TERMINATIONS :

S/Sri

1. C. Valasukumari	Kannur	15-10-97
2. S. Ramesh	Warangal	03-10-97
3. K. Patwari	Kurnool	30-10-97
4. V. Chandrasekhar	Madurai	13-10-97
5. Bhaskar Thirumal	Mumbai	19-02-98
6. B. Saha	Dibrugarh	20-09-97
7. Santosh Tiwari	Jabalpur	01-01-98
8. D. S. Alhuwalia	Kanpur	01-07-97
9. M. S. Kanyal	Bareilly	15-10-97
10. P. Nandakishore	Quilon	27-10-97
11. K. K. Dey	Midnapur	15-10-97
12. S. J. Chakraborty	Agartala	05-01-98
13. Rakesh Nallui	Elluru	29-09-98
14. Rajat Mandal	Hqr-Patna	10-10-98
15. S. K. Ghosh	Mushidabad	02-09-98
16. G. Nagarajan	Tirunelveli	10-10-98
17. V. Solvamani	Salem	08-09-98
18. K. Sankaranama Sivyam	Erode	12-10-98
19. D. R. Samanata Roy	Bhubaneswar	24-10-98
20. Subhashish Sengupta	Calcutta	24-10-98
21. Samrat Guha	Calcutta	24-10-98
22. S. Bera	Calcutta	24-10-98
23. Sanjory Moitra	Calcutta	24-10-98
24. Debashish Kundu	Calcutta	24-10-98
25. C. Kesab Kumar	Trichur	24-10-98
26. D. K. Bhera	Cuttack	07-08-98
27. V. K. Mishra	Faizabad	24-10-98
28. R. K. Bhateja	Sikar	07-12-98

29. A. K. Gupta	Raigha	08-05-98
30. Javed Mulla	Mumbai	07-12-98
31. Manish Sarawati	Jaipur	October '98
32. K. Saibaba	Basti	16-02-99
33. S. M. Puranik	Dhuie	27-09-99
34. J. D. Kulkarni	Nashik	27-09-99
35. A. S. Gupta	Nashik	27-09-99
36. C. G. K. Ghokhle	Vijavawada	16-02-99
37. P. Suresh Babu	Guntur	26-02-99
38. Madhup Gocasee	Kota	05-12-98
39. Sanjeev Gaurav	Jaipur	07-12-98
40. Sanjoy Banerjee	Balasore	18-11-98
41. M. P. Mathur	Udaipur	07-12-98
42. Rajeeb Chugh	Srinagar	07-12-98
43. K. K. Jhoshi	Jodhpur	08-12-98
44. K. Lakkundi	Hubli	15-04-99
45. O. P. Yadav	Jaipur	08-12-98
46. Ajoy Kumar Singh	Jaunpur	16-03-99
47. Rajesh N. Mehta	Ahmedabad	10-05-99
48. B. Rajkumar	Mangalore	17-02-99
49. A. K. Laha	Sambalpur	16-03-99
50. P. S. Das	Samastipur	23-10-98
51. Rakesh Shukla	Sitamadhi	14-10-98
52. R. K. Khatri	Kota	10-05-99
53. Sudip Dasgupta	Calcutta	24-10-98
54. Sivendu Ghosh	Jamshedpur	07-12-98
55. Rakesh Singh	Ara	15-04-99
56. Shashank Sheode	Pune	05-10-99
57. Abhijit Dhondphale	Pune	05-10-99
58. Amitav Mukerjee	Hazaribagh	16-03-99

नई दिल्ली, 30 मई, 2001

का.आ. 1450.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये में, केन्द्रीय सरकार इण्डियन इन्स्टिट्यूट ऑफ पल्सेस रिसर्च के प्रबंधन के संबंध में नियोक्ता और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण कानपुर के प्रांत की प्रकाशित कर्त्ता है, जो केन्द्रीय सरकार को 30-05-2001 को प्राप्त हुआ था।

[सं. एल-42012/85/2000-आई.आर. (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 30th May 2001

S.O. 1450.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Instt. of Pulses Research and their workman, which was received by the Central Government on 30-5-2001.

[No. L-42012/85/2000-IR (DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI R. P. PANDEY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 80 of 2000

IN THE MATTER OF DISPUTE BETWEEN
Sri Om Prakash C/o. Rajendra Prasad Shukla,
115/193, A-2, Maswanpur,
Kanpur

And

The Director,
Indian Institute of Pulses Research,
Kalyanpur, G.T. Road,
Kanpur.

1. Central Government, Ministry of Labour, New Delhi vide its notification No. L-42012/85/2000/IR (DU) dated 31-7-2000 has referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of the Director, Indian Institute of Pulses Research, Kalyanpur, Kanpur in terminating the services of

their workman Sh. Om Prakash w.e.f. 26-8-98 is legal and justified? If not, to what relief the workman is entitled?"

2. In this case after receipt of reference order notices were issued to the parties and both parties put their appearance on the dates fixed in the case. From the side of the workman vide application dated 30-4-2001 adjournment was sought for filing statement of claim in the case and case was fixed for filing of claim statement as 17-5-2001, but on 17-5-2001 neither the workman appeared nor the statement of claim was filed in the case thereupon the case was reserved for giving award.

3. Thus from the above discussions, it appears that the concerned workman is least entitled for any relief in the present case for want of pleading and proof. Accordingly it is held that the concerned workman is not entitled for any relief in pursuance of the reference made to this tribunal.

4. Reference is answered accordingly against the concerned workman.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 30 मई, 2001

का.आ. 1451:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय लोक निर्माण विभाग के प्रबंधक के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-05-2001 को प्राप्त हुआ था।

[नं. एल-42011/1/2000-आई.आर. (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 30th May, 2001

S.O. 1451.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal cum-Labour Court Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Public Works Department and their workman, which was received by the Central Government on 30-5-2001.

[No. L-42011/1/2000-IR(DU)]

KULDIP RAI VERMA, Desk Officer

1788 GI/2001—24

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Presiding Officer : Rudresh Kumar

ADJUDICATION

I.D. No. : 39/2000

BETWEEN

Branch Secretary,
CPWD Workers Union,
Type III/97 Kendranchal Colony,
Sector K, Aliganj, Lucknow.

AND

Executive Engineer,
Lucknow Kendriya Vidyut Mandal,
Central Public Works Department,
Aliganj,
Lucknow.

AWARD

By referred No. : L-42011/1/2000/IR (DU) dated 2-6-2000, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the I.D. Act, 1947 (14 of 1947) made over this Industrial dispute between Branch Secretary, CPWD Workers Union espousing cause of Nadir Ali and the Executive Engineer, CPWD, Lucknow for adjudication.

"Whether the action of the Management of Central Public Works Department in not promoting Nadir Ali as Wireman before his junior Shri Gulab Chand Misra is just and proper? If not, to what directions are necessary in this regard?"

The Branch Secretary, CPWD Workers Union, Lucknow branch, Lucknow espousing cause of Nadir Ali, a Khalasi, has raised this industrial dispute, claiming promotion of the workman Nadir Ali on the post of Asstt. Wireman and on reclassification as Wireman from the date his junior Gulab Chand Misra was promoted by the management.

3. It is stated that Nadir Ali was appointed as Khalasi, on 4-8-86 and Gulab Chand Misra was appointed after about four months i.e. on 9-12-86. In the seniority list also,

the name of Nadir Ali find reference at Sl. no. 121 and that of Gulab Chand Misra at Sl. no. 129. The Executive Engineer (Electrical), Kanpur invited names of the Khalasis for promotion by letter no. 10(3)/95/का. के. व. म. 256 dated 31-1-1995 but name of Nadir Ali was not sent in time, as a result his junior Gulab Chand Misra was promoted. Representations of Nadir Ali to the higher authorities, were of no avail. by letter No. 22/9/93/New Delhi dated 26-9-97, promotion was stopped in the department but against the said direction three persons Jeevan Singh, Subhas Chand and Hari Prasad were promoted. The management unjustly denied promotion to Nadir Ali and some other workmen senior to Gulab Chand Misra, who were fully qualified to be considered

4. The management has not disputed that Gulab Chand Misra was junior to Nadir Ali. It is admitted that Gulab Chand Misra was wrongly promoted and subsequently his promotion was cancelled by order No. 10(4) ला. के. व. म. 166 dated 13-2-97 as he was promoted out of turn. The promotion of Nadir Ali to the post of Asstt. Wireman could not be considered as ban on promotion was ordered under the direction of Director General (Construction) by order No. 22/9/93-ECX (Vol. 6) dated 26-6-97. It is stated that Gulab Chand Misra, challenged order dt. 13-2-97 and the Central Administrative Tribunal, Allahabad in O.A. No. 92/97 passed stay order directing the management to maintain status-quo. Accordingly, Gulab Chand Misra continued to remain on the post of Asstt. Wireman and later on reclassification of cadre, designated as wireman.

5. The workman has refuted clarifications of the management stating that Gulab Chand Misra was favoured by designating him on higher post of wireman in higher scale, ignoring direction of status-quo. The Central Administrative Tribunal had not directed to treat Gulab Chand Misra as wireman, but to be treated as Asstt. Wireman. It is asserted that the action of the management was biased in favour of Gulab Chand Misra against the workman.

6. Contextual facts : Nadir Ali being senior to Gulab Chand Misra, out of turn promotion of Gulab Chand Misra against rules and subsequent cancellation of promotion, interim order of the Central Administrative

Tribunal directing to maintain status-quo, continuity of Gulab Chand Misra as Asstt. Wireman and later also granting him on higher post of wireman, are admitted, hence factual details may be shortened.

7. Interim order of the Central Administrative Tribunal would not grant substantive right to hold a post on promotion, which was admittedly wrong and out of turn promotion. There is no material on record to show that the management took rectificatory measures to promote seniors to Gulab Chand Misra subsequent upon cancellation of his promotional order. It is not denied that promotional posts of Asstt. Wireman were available and the seniors including the workman were not disqualified to be promoted. The management, in a clever device, continued Gulab Chand Misra on the post of Asstt. Wireman, who had already ceased to be so, on cancellation of promotion order. The management did not place records to show swiftness of their actions in rectifying the mistakes, rather, it waited for stay order. Further, the management favoured Gulab Chand Misra in promoting him a wireman, which was not the direction of the Central Administrative Tribunal. Also, there is nothing to show that Gulab Chand Misra was asked to pass trade test which was mandatory for promotion.

8. The workman has pleaded that three other workmen were promoted despite ban on promotion in the year 1997, but he was denied promotion taking protection of the ban order. The management did not explain properly, its difficulty, in promoting the workman, whose promotion was due before the ban order and also there being no plea that he was disqualified in any manner. It is true that the learned representative of the management whispered that there are employees senior to Nadir Ali, who may be affected if award in his favour is given. The relief in favour of the workman would not mean disadvantage to his seniors, who may also be considered by the management, if their cases are of similar nature.

9. Accordingly, the workman Nadir Ali is held to be entitled to promotion as Asstt. Wireman, from the date his junior Gulab Chand Misra was promoted and wireman on reclassification of post from the date

the said Gulab Chand Misra designated, with all consequential service benefits.

10. As such, the award is as under :

- (i) Nadir Ali is entitled to promotion as Asstt. Wireman from the date of Gulab Chand Misra was promoted;
- (ii) He is entitled to be promoted designated wireman from the date Gulab Chand Misra designated; and
- (iii) He is also entitled to pecuniary and other benefits.

LUCKNOW

18-4-2001.

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 30 मई, 2001

का.आ. 1452 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अन्वय में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बैंगलोर के पत्राट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2001 को प्राप्त हुआ था।

[न.एन.-40012/1/95-अ.उ.आर (डी३)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 30th May, 2001

S.O. 1452—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of D/o Telecom and their workman which was received by the Central Government on 30-5-2001.

[No. L-40012/1/95-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated: 18th May, 2001

PRESENT:

Hon'ble Shri V. N. Kulkarni, B Com. LLB.

Presiding Officer.

C. P. No. 116/97

I PARTY

Shri M. Thangavelu,
S/o Muthu,
Parithinathan Villase,
A. Gollahalli Post
Dharmapuri-636701
Tamilnadu.

II PARTY

The Dn. Engineer,
Telecom Co-axial Cable Project,
No. 28, 27th Cross, Banashankari,
II Stage,
Bangalore-560078.

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-40012/1/95-IR(DU) dated 26-2-96 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the D/o Telecommunication in terminating the services of the workmen S/Shri K. Thangavelu and M. Singaravelu w.e.f. 1-1-1979 and 26-9-84 respectively is justified? If not, to what relief the workmen are entitled to?"

2. The First party workmen were working as casual labourers with the Second Party management. They started work w.e.f. 1-4-1982 and 16-12-1975 respectively and they have worked upto 25-9-1984 and 31-12-1978 respectively. The management failed to provide job therefore, dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party workmen in brief is as under: The first party workmen were working in the management from 1-4-82 and 16-12-1975 respectively and they worked upto 25-9-84 and 31-12-1978 respectively and both of them have worked continuously during each year as defined under Section 25B of the Industrial Dispute Act 1947 and they were drawing a sum of Rs. 12 and Rs. 10 per day respectively. Second Workman met with an injury during the course of his employment and he has suffered a serious burn injury and took treatment for 3-4 months continuously. Thereafter the management has failed to provide job to him inspite of his repeated requests. He suffered permanent partial disablement. The First party workmen were appointed by AE CXL Cable Project, Mangalore and from 25-9-1994 he was refused employment. The action of the management is not correct. Mandatory requirements under Section 25F Clauses (a) and (b) of the Industrial Dispute Act, 1947 are not complied with. The action of the management is in violation of Section 25N of the Industrial Dispute Act 1947. For these reasons first party has prayed to pass an award in his favour.

5. The case of the Second party in brief is as follows: It is true that the I party worked in the project but there was no termination at all as alleged by the first party workmen. It is the case of management that the first party workmen deserted the job on their own in 1984 and 1978 respectively and all the allegations are not correct. The application relate to the period prior to 31-3-85 were absolutely no such refusal was either made or there was any scope for the same as there was no departmental restrictions for continuation of Mazdoors. Regarding regularisation of casual labourers instructions were issued vide letter No. 270-6/84 STN dated 30-3-85 wherein it was directed to stop fresh recruitment and employment for any type of work and casual labourers could be engaged after 30-3-85 in the Projects as stated in the counter. Another circular dated 22-6-1988 was issued and direction was given that fresh recruitment of casual labourers even for specific works for specific periods in projects and El-ctrification circles also should not be resorted to. There was no termination and this claim is baseless.

6. It is seen from the records that management examined one witness Shri M. Narayana, Senior Section Supervisor as MW1. According to his evidence both the workmen worked from 1975 to 1978 as a Casual Labourer on daily wages. It is further stated by him that they have not terminated the services of these workmen and they have left their services voluntarily. The engagement of casual labourer were restricted by the Government with effect from 31-3-85 and thereafter they have stopped engaging or continuation of casual labourers. He has further stated that the workmen left job voluntarily and therefore, they are not liable to pay any compensation.

Against this M. Thangavelu examined himself as WW 1. His evidence is that he was working in the Co-Axile Cable Project as a casual labourer continuously for about 3 years and he has stopped work from 31-12-78. He was paying daily wages of Rs. 3 per day and increased to Rs. 4 per day. After one month he went for work with medical certificate and other documents but the work was not given. WW 1 has stated in his cross examination that the Assistant Executive Engineer, Nattaj offered the work and nothing was given in writing but it was only oral. His cross examination shows that no written document was given for having appointed him as casual labourer. The main contention of the second party is that the workmen were casual labourers and they have voluntarily left the work. The other workman has not examined in this case. Both the workmen remained absent and I have heard the representative of the management. It was argued by the representative of the management that the workmen were only the casual labourers and they have deserted the work.

Taking all this into consideration I am of the opinion that there is no merit in this dispute. The first party workmen have not produced any documentary evidence to show that they attended to work as alleged. Two note books have been filed by the workmen. They only indicate that their attendance is taken for the day on which they have worked. This is not sufficient to prove the case of the first party workmen. Accordingly I proceed to pass the following order.

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 18th May, 2001.)

HON'BLE SHRI V. N. KULKARNI, Presiding Officer

नई दिल्ली, 30 मई, 2001

का.आ. 1453:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार ईस्टर्न नवल कमांड के प्रबंधन के संबंध निोजकों और उन कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, विनाखपतनम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-05-2001 को प्राप्त हुआ था।

[सं.एन-14025/6/2001-आ.र(डी०)]

कुन्दीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 30th May, 2001

S.O. 1453.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal cum Labour Court, Visakhapatnam, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Eastern Naval Command and their workman, which was received by the Central Government on 30-5-2001.

[No. L-14025/6/2001-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL CUM LABOUR COURT, VISAKHAPATNAM

PRESENT:

Sri K. Veerapu Naidu, B.Sc., B.L.,
Chairman & Presiding Officer.

Dated: 19th day of March, 2001

I.T.I.D. No. (C) 16/99

Petition Filed Directly Under Sec. 2A(2) of the I.D. Act

BETWEEN

Kairi Panduranga Rao,
D. No. 7-328, Hanumanthavaka,
Visakhapatnam-530040.

.. Workman.

AND

(1) Eastern Naval Command,
Reg. by Chief Staff Officer (P&A)
Naval Base, Visakhapatnam.

(2) Eastern Naval Command,
Rep. by Commanding Officer,
INS Circars, Naval Base,
Visakhapatnam.

.. Management.

This dispute coming on for final hearing before me in the presence of Sri B. V. Rao, authorised representative for workman and the Government Pleader, for management. Upon hearing the arguments of both sides and on perusing the entire material on record, the court passed the following:

AWARD

(1) This is an application filed under Sec. 2A(2) of the Industrial Disputes Act, 1947 r/w 12-A of the A. P. I. D. Rules.

(2) The case of the petitioner is that he was appointed as Auto Driver in the 2nd respondent establishment which forms an integral part of the 1st respondent. He was appointed in the month of February, 1991 but he was given appointment letter in the month of August, 1991 which was taken back by the authorities subsequently. He worked continuously without any break of service upto 25th October, 1996. He was abruptly removed from service without assigning any reasons. He used to enjoy benefits like weekly day off and statutory bonus. His duties are to carry Naval Officers from their Hostels to various duty areas and vice-versa, besides carrying material etc. belonging to the Naval Officers. Thus, his duties are continuous and perennial in nature. The respondent employed several auto drivers like him both seniors and juniors and subsequently all of them absorbed into regular pay scales. One U. Appala Raja, an auto driver who is junior to the petitioner have also been regularised. In spite of repeated requests made by the petitioner, his services were not regularised. Hence this application.

(3) The case of the management is that they used to engage the petitioner to drive an auto purchased out of the non-public funds. However, in 1996 the requirement of auto ceased to exist and therefore, the said individual was informed about this and further engagement was discontinued. The auto was auctioned and was purchased by the petitioner who was one of the bidder and the petitioner was specifically engaged for Russian personnel who were for specific commitment which was over in 1996. Hence the services of the petitioner were dismissed. It is false to allege that the petitioner was appointed as Auto Driver after due process of selection. The auto was procured from Non-public funds for the purpose only and the driver was also engaged out of the non-public funds and when the requirement ceased to exist during August, 1996, the petitioner was informed well in time of the fact. It is further pleaded that no driver was engaged out of non-public funds have ever been absorbed into regular cadre, as no such provision or rules exists. It is false to allege that many drivers, both seniors and juniors have been absorbed in regular pay scales and one U. Appala Raju has been appointed through Civil Employment Exchange by the competent authority through proper selection process. The specific requirement of the auto was over in the year 1996 and hence the petitioner driver was informed that the services are not required. The petitioner engaged on temporary basis and his services were being paid from non-public funds account generated from by the sales of commodities to Russians. The profit accumulated will be utilised for maintenance. The officer-in-charge of non-public fund account will be nominated by the Commanding Officer, INS Circars for smooth running of account. The public fund organisation is not an industry within the meaning of Industrial Disputes Act and the petitioner is not a workman at all. The petitioner is neither reported

from employment exchange nor appointed against any vacancy, as such the petitioner can not claim even temporary restoration. Hence the petition is liable to be dismissed.

(4) On behalf of the workman, two witnesses are examined and Exs. W1 to W9 are marked. On behalf of the management MWs 1 to 3 are examined and Exs. M1 to M14 are marked.

(5) Heard both sides.

(6) The points that arise for consideration in this case are:

(1) Whether the petitioner is entitled for reinstatement with back wages as prayed for?

(2) Whether the retrenchment of the petitioner is not in accordance with Section 25F of the I.D. Act?

(3) To what relief the workman is entitled to?

(7) The undisputed facts in this case are that the petitioner was appointed as Auto Driver from non-public fund in the month of February, 1991 in the Russians Hostel maintained by the respondents. While so, it is the case of the management that there used to be one automan for the Russians who used to stay in the Naval Hostel. However, the requirement of the auto ceased to exist, the petitioner was disengaged and the services were discontinued and later the auto was sold to the petitioner. The management also filed Ex. M1 dated 18-9-96 by the staff officer stating that the auto bearing No. AP31-B 4093 is handed over to the petitioner. Ex. M2 is the certificate of sale of the auto the petitioner for a sum of Rs. 20,000. Ex. M3 is no dues certificate issued to the petitioner. Ex. M4 is the receipt of a sum of Rs. 300 salary for the month of September, 1996 for the final settlement of service. Ex. M5 is the no objection certificate for the transfer of the auto in the name of the petitioner. Ex. M6 is the undertaking certificate given by the petitioner for the repairs etc. to the auto. Ex. M7 is the renewal of the temporary passes of the petitioner. Ex. M8 is the letter by the petitioner requesting for issuance of temporary card. Exs. M9 and M10 are the xerox copies of the renewals of temporary pass of the petitioner. Ex. M11 is the stamped receipt for a sum of Rs. 770 towards the salary for the month of August, 1996. Ex. M12 is the page in cash book for September, 1996 showing the payment made on 26-9-96. Ex. M13 is the receipt for Rs. 850 towards the salary for the month of July, 1996. Ex. M14 is the copy of the extract from the cash book showing the amount of Rs. 20,000 towards the sale of auto and Rs. 300 towards the final recovery of festival advance. Ex. W1 is the gate pass issued to the petitioner by Sr. Commander (SDS), Staff Officer (Soviet Estt.), Ex. W2 is the renewal of the gate pass, Ex. W3 is entry gate pass issued to the workman. Ex. W4 is another pass issued by the respondent to the petitioner. While in service, Exs. W5 and W6 warning letters are given to the petitioner. Thus, the material and the evidence of those facts are not very much in dispute. The only thing is that because the services of the petitioner are not required and as such, he was disengaged in August, 1996 by the respondent. While so, it is the case of the workman that some of the juniors and seniors who are similarly placed with that of the petitioner are absorbed and the petitioner was not absorbed and his services were terminated without issuing any notice or paying any retrenchment compensation even though he served continuously for more than 5 years.

(8) The learned counsel appearing for the management contends that the petitioner is not sponsored by the employment exchange nor he was appointed in any regular post and that there is no Auto Drivers post so as to continue the petitioner in service and the services of the petitioner are no longer required. The management examined MW1 an administrative officer-II, who deposed that the Eastern Naval Command is a Central Government Organisation, INS Cirkar is under the control of Eastern Naval Command, which do not have any control over the non-public funds and the officer, who was in charge, will control over the non-public fund and the petitioner was not employed by the respondent at any point of time and there is an employment pattern to the employees of Eastern Naval Command as it is Central Government Organisation and no employee will be appointed without following the procedure as laid down. This witness admitted in the cross-examination that he cannot say that the petitioner was serving as an auto driver in INS Cirkar

as he came to Visakhapatnam on 31st July, 2000, prior to that he did not serve in the Eastern Naval Command. He also admitted that INS Cirkar is a part and parcel of Eastern Naval Command. However, he admitted that INS Cirkar will form an integral part of the Eastern Naval Command. He also admitted that he does not know the workman personally. The Officer incharge, Naval Hostel is examined as MW2 and he deposed that he was entrusted with the naval hostel for naval guest, senior officer and VVIPs who stays in the hostel and to ensure the collection of the payment of their stay in the hostel. He also deposed that there are 13 employees working in the hostel, they are all government employees, they are having similarly situated and has been working in the hostel on part time basis as well as requirement basis. He further deposed that whenever they require the extra service they used to engage some part time employees. He admitted that the hostel premises belongs to the Government, and it is being maintained by Military engineering service. He also admitted in his cross-examination that the hostel is not any vehicle and Navy Hostel is under the administrative control of the commanding officers of INS Cirkar prior to 1996 mostly Russians used to stay in their hostel and INS was also not providing sufficient transport and as such some of them for personal transport of these Russians purchased one auto for transportation to market purpose, then one driver for that auto i.e. the petitioner was appointed by the Officer in charge of non-public fund. He also deposed that they have not given any appointment order and he got the information after verifying the non-public fund cash account. Thus, the evidence of this witness shows that the petitioner was appointed as an auto driver maintained by the hostel may be for the transportation of the Russians and or other inmates in the hostel.

(9) It is the case of the management, that no appointment order was given to the petitioner, whereas the case of the workman is that he was given the appointment and the same is taken back by the authorities. Whatever it may be there is no written appointment order. In the absence of which, the version given by the workman that he was appointed as an auto driver is to be accepted and there is no contra material to show that the petitioner was appointed only for a specific purpose and for a particular period. In the absence of which the appointment of this petitioner cannot be said that it is a co-terminus with that of the requirement by the management nor for any specific period and it cannot also be accepted that the appointment of the petitioner was only on need basis as and when required.

(10) Further, it is also admitted by MW3 a bearer in Naval Hostel that in the year 1996 the services of auto lifted prior to that some of them Russians used to stay in the hostel and further the hostel is running 2 autos and the petitioner worked as auto driver for 5 or 6 years and auto was sold to the petitioner, later the services of the petitioner was terminated. In the cross-examination he stated that the services were regularised. He also belongs to petitioner's union. The people who have worked in the year 1991 in the hostel were regularised and one U. Appala Raju and B. Raja Reddy are appointed bus drivers and their services are regularised as per the orders of the Central Administrative Tribunal. The petitioners in ITID Nos. 16/99 and 21/99 and himself are being paid same pay by the Officer of the Eastern Naval Command. He denied a suggestion put to him that because some other employees like petitioner have approached the Central Administrative Tribunal for regularisation of their services and hence the services of the petitioner were terminated.

(11) Thus, here this is a case where the petitioner worked continuously for a period of 6 years and odd as an auto driver in the Naval Hostel being maintained by the INS Cirkar which form an integral part of the Eastern Naval Command. It is also admitted by the management that the services of the petitioner was disengaged as the auto was sold to him and his services were no longer required. But in view of the evidence spoken to by MW3 that the hostel is running two autos and that some of the drivers who are worked along with the petitioners were regularised. Therefore, the termination of the services of the petitioner without issuing any notice nor paying any retrenchment compensation which certainly violates the provisions under Sec 25F of the I.D. Act. Therefore, the termination of the petitioner

is liable to be set aside. Even otherwise, the reason for discharging the services of the petitioner is only due to the absence of work or his services are no longer required but there is no material placed by the management that there is no work for the petitioner nor the services of the petitioner are no longer required, when they are running two other autos, even if the auto was sold to the petitioner the workman cannot be thrown out of the job without following the statutory requirement as provided under Sec. 25F of the I.D. Act.

(12) Thus, the termination of the petitioner is against the statutory provisions provided under Sec. 25F of the I.D. Act and also the principles of natural justice. Therefore, the removal of the petitioner is arbitrary and liable to be set aside.

(13) Of course, there is a delay of about 3 years in this case in approaching this Tribunal after the termination of the workman but that by itself is not a ground to reject the relief for which the petitioner is entitled and at the most the relief can be granted by refusing or reducing the back wages and deferring the payment of a part of back wages as laid down in the Supreme Court decision reported in AIR 1999(SC) 1351 between Ajaib Singh Vs. The Sirhind Co-operative Marketing cum Processing Service Society Ltd. and another. The workman's representative also cited another decision for the same proposition reported in 2000(84) F.I.R. 20 SC between Gurmail Singh Vs. Principal, Government College of Education and Ors. wherein it is held that the termination of service took place in the year 1981 and the dispute was raised in the year 1989. Their Lordships were pleased to hold that notwithstanding the delay, the dispute would still continue for adjudication, however he would be deprived of back wages for period of delay.

(14) The workman's representative also contends that the Indian Naval Hostel is also an industry and that the petitioner is a workman and the Tribunal is competent to adjudicate the industrial dispute between the workman and the respondent. In support of his contention he placed reliance on a decision of Bombay High Court reported in 1986 (11) I.L.J. 154 between Indian Navy Sailors' Home Vs. Bombay Gymkhana Club Caterers and Allied Employees' Union and another wherein it is held under Sec. 2(a)(1), 2(j), 10 of the I.D. Act, 1947 at the Indian Navy Sailors' Home is an industry within the meaning of S.2(j) of the I.D. Act.

(15) As rightly contended by the representative for the workman that the Indian Navy Hostel is being maintained by the INS Cirkar which is an integral part of Eastern Naval Command in as much as it is an industry and the petitioner is a workman in the said industry. Therefore, in the light of my aforesaid discussion, I hold that termination of the workman in this case is illegal and the same is liable to be set aside. Hence both points 1 and 2 are accordingly answered in favour of the petitioner/workman and against the respondent/management.

(16) Point No. 3 : In the result, the petition is allowed and an award is passed directing the respondents 1 and 2 to reinstate the workman forthwith with 50 per cent of back wages and continuity of service. However, there is no order as to costs and each party is directed to bear its own costs.

Dictated to steno transcribed by her given under my hand and seal of the court this the 19th day of March, 2001.

K. VFFRAPU NAIDU, Presiding Officer
Industrial Tribunal-cum-Labour Court,
Visakhapatnam.

APPENDIX OF EVIDENCE

WITNESS EXAMINED :

FOR WORKMAN :	FOR MANAGEMENT :
WW1: K. Panduranga Rao	MW1: V. S. Tripathi,
WW2: Neelapu Kanuka Rao	MW2: Kolschandra Behra
	MW3: K. Venkata Sastry.

DOCUMENTS MARKED :

FOR WORKMAN :

Ex. W1: Identity pass of workman.

Ex. W2: 15-5-92: Letter of management reg. renewal of tem. pass of workman.
Ex. W3: Entry pass of workman.
Ex. W4: Entry pass of workman.
Ex. W5: 30-7-91: Warning letter to workman reg. frequent absent to duty.
Ex. W6: 2-3-95: Warning letter to workman reg. absence from duty.
Ex. W7: Xerox copy of form of driving licence.
Ex. W8: Copy of judgment in OA No. 525/93 of Central Administrative Tribunal, Hyderabad branch.
Ex. W9: 13-10-95: Copy of order in OA 1390/91 of CAT, Hyd.

DOCUMENTS MARKED FOR MANAGEMENT :

Ex. M1: 18-9-96: Letter to workman by management, reg. handing over the auto documents.
Ex. M2: 24-9-96: Certificate issued by management reg. sale of auto to workman.
Ex. M3: No due certificate issued by management to workman.
Ex. M4: Receipt for Rs. 300/- towards the salary for Sept., 1996.
Ex. M5: 17-9-96: No objection certificate issued by management reg. transfer of the auto in the name of workman.
Ex. M6: Certificate of undertaking given by workman reg. responsible for repair of any defects.
Ex. M7: 17-8-92: Letter of management reg. renewal of the temporary pass.
Ex. M8: 25-4-91: Staff minute sheet reg. issue of temporary pass.
Ex. M9: 19-8-93: Letter of management reg. renewal of temporary pass.
Ex. M10: 17-11-92: Letter of management reg. renewal of temporary pass.
Ex. M11: Xerox copy of stamped receipt for Rs. 770/- towards the salary of Aug., 1996.
Ex. M12: Extract cash bill for the month of Sept. 1996 showing the payment of workman for the month of Sept., 1996.
Ex. M13: Xerox copy of receipt for Rs. 850/- towards the salary of July, 1996.
Ex. M14: Extract of cash book showing the receipt amount of Rs. 20,000/- from the petitioner towards the cost of auto (xerox copy).

नई दिल्ली, 30 मई, 2001

का.आ. 1454—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीकृत बोर्ड के प्रबंधन के संवद नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिवारण गृहाहटी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-05-2001 को प्राप्त हुआ था।

[सं.एल-13011/8/2000-आई.आर. (डीयू)]

कुतदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 30th May, 2001

S.O 1454.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal cum

Labour Court, Guwahati as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cantonment Board and their workmen, which was received by the Central Government on 30-5-2001.

[No. L-13011/8,2000-IR(DU)]
KULDIP RAI VERMA, Desk Officer
ANNI XURE

IN THE INDUSTRIAL TRIBUNAL: GUWAHATI:
ASSAM

Reference No. 3(C) of 2001

PRESENT:

Shri K. Sarma, I.L.B.,
Presiding Officer,
Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute between:
The management of

The Executive Officer Cantonment Board,
Shillong.

—Vs—

Smt. Dipu Kaur,
Date of Award: 15-5-2001.

AWARD

The Govt. of India, Ministry of Labour, vide Order No. L-13011/8/2000-IR(DU) dt. 27-12-2000 under section 10 of I.D. Act, has made this reference to this tribunal to adjudicate the dispute arising between the management of The Executive Officer Cantonment Board, Shillong and their workman Smt. Dipu Kaur for consideration for promotion in the post of Sanitary Jamadar. The referring authority has also framed the following issue in the light of the contention raised by the workman:

"Whether the action of the management by not giving opportunity to Smt. Dipu Kaur in 1997 for consideration for promotion in the post of sanitary Zamadar as she is female employee is justified? If not, to what relief workman is entitled?"

This reference has been heard yesterday and kept reserved for award. The representatives of the both the parties have appeared and filed their documents in support of their respective claims. Both of them have submitted that they are not going to adduce oral evidence and pray for disposing the reference on the basis of documents and written statements filed by the management. I have perused the short written statement filed by the management.

From the perusal of the written statement I find that the management has conceded to the claim of the workmen in their written statement stating that the name of the workman Smt. Dipu Kaur is in 3rd position in seniority list at the relevant time i.e. in the year 1997 when promotion was made to Tira Sing, Safaiwala whose seniority is in No. 17 to the post which the workman has claimed. It is also submitted in the written statement that there is nothing on the record of the management to show that all the 16 employees including the present workmen were found unfit for the promotion or not. In view of aforesaid submission raised in the written statement, I have no hesitation to hold that the action of the workmen not considering her name for promotion on the basis on seniority is arbitrary, unjust and unjustified. Deprivation of her candidature for consideration of promotion without any valid reason is illegal and unjustified. In view of my aforesaid consideration, I hereby answer the reference in favour of the workman. Management is directed to consider her case for promotion without delay. Prepare an award accordingly.

K SARMA, Presiding Officer

शुद्धि-पत्र

नई दिल्ली, 11 जून, 001

का. श्र. 1455.—17 मार्च, 2001 को भारत के राजपत्र भाग-III, खंड 3 (ii) में प्रकाशित भारत सरकार के श्रम मंत्रालय की दिनांक 28 फरवरी, 2001 का सं. का. श्र. 569, 570, 571 तथा 572 में "कर्मचारी राज्य बीमा अधिनियम, 1943 (1945 का 34) को "कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34)" पढ़ा जाए।

[सं. एम.-38025/2/2001-एम. एम. (I)]

एम. सी. मिश्र, उप सचिव

CORRIGENDUM

New Delhi, the 11th June, 2001

S.O. 1455.—In the notification of the Government of India in the Ministry of Labour Nos. S.O. 569,570,571 and 572 dated the 28th February, 2001 published in the Gazette of India, Part-II, Section 3(i) dated the 17th March, 2001 for "The Employees State Insurance Act, 1943 (34 of 1935)" read "The Employees State Insurance Act, 1948 (34 of 1948)"

[No. S-38025/2/2001-SS.I]

M. C. MITTAL, Dy. Secy.

नई दिल्ली, 14 जून, 2001

का.श्र. 2001.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.श्र. 23 दिनांक 29 दिसम्बर, 2000 द्वारा भारतीय रिजर्व बैंक नोट मुद्रण लि., मैसूर (कर्नाटक) एवं माल्बोनी (प. बंगाल) को उक्त अधिनियम के प्रयोजनों के लिए 29 दिसम्बर, 2000 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था ;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ;

अनः श्रव, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 29 जून, 2001 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा.सं. एम.-11017/2/96-आई. आर. (पी.एन.)]

एम. सी. गुप्ता, अवर सचिव

New Delhi, the 14th June, 2001

S.O. 1456.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour No. S.O. 23 dated 29-12-2000 the services in Bhartiya Reserve Bank Note Mudran Limited at Mysore (in Karnataka) and Salboni (in W. Bengal) to be a public utility service for the purpose of the said Act, for a period of six months from 29-12-2000;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act for a period of six months from the 29th June, 2001.

[No. S-11017/2/96-IR(PL)]

H. C. GUPTA, Under Secy.

नई दिल्ली, 14 जून, 2001

का.आ. 1457.—केन्द्रीय सरकार संतुष्ट है कि लोकहित में ऐसा अवैक्षण है कि भारत प्रतिभूति मद्रणालाय नासिक रोड, में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 12 के

अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवा घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (क) के उपखंड (vi) द्वारा प्रदत्त शक्तियों का प्रयोग करने द्वारा, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास का कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एम-11017/18/97 आई. आर. (पी. एल.)]

एच. सी. गुप्ता, अवसर सचिव

New Delhi, the 14th June, 2001

S.O. 1457.—Whereas the Central Government is satisfied that the public interest requires that the India Security Press, Nasik Road which is covered by item 12 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purpose of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purpose of the said Act for a period of six months.

[F. No. S-11017/18/97/IR(PL)]

H. C. GUPTA, Under Secy.